

1 Interpretation

1.1 In these Conditions the following expressions shall be given the following meanings:

- 1.1.1 "Assignment" - the period during which the Worker is supplied to render services to the Client.
 1.1.2 "The Client" - any person, firm, company or organisation to whom the Worker is supplied or introduced.
 1.1.3 "The Company" - Linear Recruitment Limited (an Employment Business).
 1.1.4 "Worker" - any person who is introduced or supplied by the Company to the Client with a view to carrying out work or supplying services to the Client.
 1.1.5 "Engagement/Engaged/Engages" - the employment or other use of a Worker by the Client whether directly or indirectly or through any other employment business, on a permanent or temporary basis, whether under a contract of service or for services or otherwise.
 1.1.6 "Introduction/ Introduces" - the communicating by any means by the Company of the identity of a Worker to the Client.
 1.1.7 "Remuneration" - the base salary or fees, guaranteed &/or bonus & commission earnings, allowances, inducement payments & all other payments & emoluments payable to or received by the Worker for services rendered to or on behalf of the Client or any third party.

1.2 In these Conditions words importing the singular shall include the plural & vice versa.

1.3 The paragraph headings in these Conditions shall be for convenience only & shall not affect the interpretation of these Conditions.

2 Impact of conditions

2.1 These Conditions shall be deemed to be accepted by the Client from the earliest moment when the Client interviews or requests or accepts services or work from a Worker. Once the Client is deemed to have accepted these Conditions in connection with one Worker, the Conditions are deemed incorporated into all future agreements between the Company & the Client in connection with the supply or introduction of Workers.

2.3 No variation to these Conditions shall be valid unless the details of such variation are agreed between the Company & the Client & are set out in writing & a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.4 The complete or partial invalidity or unenforceability of any provision herein for any single purpose shall in no way affect the validity or enforcement of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

3 Making a booking

3.1 The Client may make a booking orally or in writing. When making a booking the Client shall give the Company full details of the intended duties of the Worker, any special skills, experience, specific training or qualifications, which it requires the Worker to have, any special hazards which the Worker will face, any health & safety information which the Client wishes the Company to pass on to the Worker, any requirements imposed by law or by any professional body, which will need to be satisfied by the Worker. The Client shall inform the Company if the Assignment involves the Worker working with any one or more persons under the age of 18 or any person who by reason of age, infirmity, or other circumstances is in need of care or attention or if the Worker is required to carry out the duties normally performed by a person who is taking part in an official strike/official industrial action.

3.3 If during the Assignment the Client proposes a change to any of the details provided to the Company it will inform the Company before making the change & without delay. The Client shall not allow any Worker to undertake any work other than that which has been notified to the Company by the Client when the booking was made or allow the Worker to undertake work requiring special skills, experience or qualifications if such requirements of the Worker were not notified by the Client to the Company in placing its booking for such Worker.

3.4 If the Client expects to require the services of any Worker for more than 48 hours in a single week (from Monday to Sunday), it must inform the Company by no later than the Thursday of the preceding week. The Client must not instruct the Worker to perform night work until the Worker has been given a health assessment which has not shown any reason why the Worker may not do night work. If the Client is in any doubt as to the position, it should check with the Company.

4 Information to be provided by the Company

4.1 The Company will prior to the Assignment confirm to the Client the identity of the Worker, that the Worker has the necessary or required experience, training, qualifications & any authorisation required by law or a professional body to carry out work during the Assignment in accordance with the Client's notified requirements, that the Worker will be employed by the Company under a contract for services, that the Worker is willing to work in the Assignment. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday & any public or Bank holiday) following, save where the Worker had previously been supplied within the previous 5 business days & such information has already been given to the Client.

4.3 Where the Worker is required by law, or any professional body, to have any qualifications or authorisations to work on the Assignment or which involves working with any one or more persons under the age of 18 or any person who by reason of age, infirmity, or any other circumstances is in need of care or attention, the Company will take all reasonably practicable steps to obtain copies of any relevant qualifications or authorisations of the Worker, 2 references from persons not related to the Worker who have agreed that the references they provide may be disclosed to the Client & has taken all reasonably practicable steps to confirm that the Worker is suitable for the Assignment. If the Company is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event. Copies of any documents referred to in this Condition which have been obtained by the Company are available upon request.

5 Supervision

5.1 The Client acknowledges that the Company does not have the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Worker's work. The Client shall provide sufficient supervision, direction & control over the Worker throughout the Assignment to ensure a reasonable standard of performance & shall ensure compliance with laws & other applicable regulations relating to the operation of any machinery, equipment or vehicles. The Client undertakes that it will discharge responsibility for the welfare & supervision of each Worker & all statutory & common law duties which the Client may from time to time owe to the Worker or to which the Client may from time to time be subject in respect of the Worker from the start of any Assignment as if that Worker was an employee of the Client.

6 Charges

6.1 The Company shall notify the Client of its hourly charge for the Worker. The Company may agree scale rates with the Client by reference to job grades or where there is no scale the hourly charge shall be notified on a per job basis. The Client shall pay the Company the charge for hours worked & for agreed travel & other expenses (or, where there is no agreement, the full amount in respect of reasonable expenses). The Client shall pay VAT where it is properly chargeable. The Company reserves the right to require payment in advance of the Assignment.

6.2 Invoices will be raised by the Company in respect of each full or partial working week during any Assignment. The Client agrees to pay such invoices in full within 7 days after the date of each invoice without deduction, set off or counterclaim. The Company reserves the right to charge interest on invoiced fees overdue by more than 7 days at the rate of 2.5% of invoice value for each period of 30 days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before & after any court judgment.

6.3 Any breach of this Condition 6 shall entitle the Company to terminate without prior notice (& without giving rise to any right to compensation &/ or damages for the Client) each & every agreement concluded subject to these Conditions between the Company & the Client & all invoices which have been rendered by the Company to the Client shall automatically become payable forthwith.

7 Timesheets

7.1 The Client shall sign a timesheet no less frequently than once per week during any Assignment recording all hours worked in that week by the Worker. The Client shall sign a timesheet on the last day of any Assignment recording all hours worked by the Worker which have not been recorded in previous timesheets. In the absence of prior written stipulations being made by the Client concerning the identity of those authorised to bind it by signing a timesheet, any person signing a timesheet on behalf of the Client shall be deemed to be duly authorised to do so. The Company's charges to the Client under Condition 6 will be based on such timesheets & it is the Client's obligation to ensure that they are accurate. Timesheets signed on behalf of the Client shall be conclusive that the hours worked have been as recorded thereon. If the Client is unable to sign a time sheet produced for authentication by the Worker because the Client disputes the hours claimed, the Client shall inform the Company in writing as soon as is reasonably practicable & in any event within 7 days. If the Client does not notify the Company in writing within 7 days of the provision of the service of any dispute the hours recorded on the timesheet will be deemed to be accurate. The Client shall co-operate fully & in a timely fashion with the Company to enable the Company to establish what hours, if any, were worked by the Worker. Failure to sign the time sheet does not relieve the Client of his obligation to pay the charges in respect of the hours worked. The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Worker. In cases of unsuitable work the Client should apply the provisions of Condition 9 below.

8 Payment of workers

8.1 The Company will have responsibility for payment of remuneration to the Worker, for making statutory deductions & payment of all statutory contributions in respect of National Insurance Contributions & the administration of Income Tax (PAYE) applicable to the Worker by law.

9 Termination

9.1 The Client may terminate the Assignment of any Worker at any time if it considers that the services of the Worker are unsatisfactory. The Company may, in such circumstances, reduce or cancel the charges for the time worked by that Worker, provided that the Assignment terminates within 4 hours of the Worker commencing the Assignment where the booking is for more than 7 hours, or within 2 hours for bookings of 7 hours or less & also provided that notification of the unsuitability of the Worker is confirmed in writing to the Company within 48 hours of the termination of the Assignment.

9.2 The Client, Company or the Worker may terminate an Assignment at any time without prior notice. If the Client terminates an Assignment prior to the date upon which it was agreed, at the time of the booking, that the Assignment would end the Client shall be liable to pay the Company liquidated damages calculated as being half the amount of the charges agreed pursuant to Condition 6 for each hour the Worker would have been employed or supplied up to the date of the termination or during the 7 days following the termination, whichever is sooner, had the Assignment not been terminated.

9.3 The Client shall notify the Company as soon as practicable & in any event within 24 hours if the Worker fails to attend work.

10 Transfer Fees & Introduction Fees

10.1 In the event of the Engagement by the Client of a Worker supplied by the Company within either 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment) or 8 weeks from the day after the last day the Worker worked on the Assignment (whichever period ends later) the Client shall be liable, subject to electing upon giving 7 days notice to either: (A) an extended period of hire of the Worker to the Client by 20 weeks during which the Client shall pay the charges agreed pursuant to Condition 6 above for each hour the Worker is so employed or supplied; or (B) a Transfer Fee calculated as 20% of the Remuneration applicable during the first 12 months of the Engagement. Where the actual amount of Remuneration is not known or readily ascertainable, the Transfer Fee shall be calculated as being 300 times the hourly rate at which the Worker was last supplied by the Company to the Client. If no election is made Condition 10.1 (B) shall apply.

10.2 In the event that there is an Introduction of a Worker to the Client, which does not result in the supply of that Worker by the Company to the Client, but which leads to an Engagement by the Client of the Worker within 6 months of the Introduction the Client shall be liable subject to electing upon giving 7 days notice, to either: (A) a period of hire of the Worker being 8 weeks during which the Company shall be entitled to the charges agreed pursuant to Condition 6 above for each hour the Worker is so engaged; or (B) an Introduction Fee calculated in accordance with Condition 10.1(B) above. If no election is made Condition 10.2 (B) shall apply.

10.3 In the event of the introduction of a Worker by the Client to a third party, including another employment business, within either 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 6 weeks since the end of the previous Assignment) or 8 weeks from the day after the last day the Worker worked on the Assignment (whichever period ends later) the Client shall be liable to pay an Introduction Fee calculated in accordance with Condition 10.1(B) above.

10.4 In the event that there is an Introduction of a Worker to the Client, which does not result in the supply of that Worker by the Company to the Client, but which leads to an introduction by the Client of the Worker to a third party, including another employment business, within 6 months of the Introduction, the Client shall be liable to pay an Introduction Fee calculated in accordance with Condition 10.1(B) above.

10.5 Where the Client is aware of an Engagement or Introduction (or any proposal for either) which would give rise to an entitlement to either an Introduction Fee or a Transfer Fee, the Client shall immediately notify the Company. No refund of the Transfer Fee or Introduction Fee will be paid in the event that the Engagement subsequently terminates. The Introduction Fee/ Transfer Fee shall be payable within 7 days of the date of an invoice by the Company. VAT is payable in addition to any fee due under this Condition 10.

11 Exclusion & indemnity

11.1 The Company shall not be liable to the Client for any loss, damage, expense or delay arising from any failure to provide any Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Worker. For the avoidance of doubt the Company does not exclude liability for death or personal injury arising from its own negligence or any liability it may have arising out of any failure to supply a Worker where the Client has elected for a period of hire in accordance with Condition 10 unless the Company is prevented from supplying that Worker in circumstances beyond the Company's control.

11.2 Only the Client is in a position to assess the risks attendant upon the work to be performed during the Assignment. The Client shall insure against such risks to the Worker (&, if the Client considers it appropriate, against such risks to itself or any third party). The obligations of the Client to take out & maintain insurance shall extend (but not be limited) to employer's liability & public liability insurance &, where relevant, to fully comprehensive motor insurance. Any failure by the Client to meet its insurance obligations shall not reduce or eliminate its obligations to indemnify the Company.

11.3 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Worker for the Worker to fill the Assignment.

11.4 The Client shall indemnify the Company & keep it indemnified against the costs & financial consequences of & occasioned by any & all claims against the Company arising from any loss, damage, expense or delay suffered by the Client, the Worker or any third party as a result of any breach by the Client of any of its obligations under these Conditions or as a result of any act or omission of the Worker.

11.5 The Client acknowledges that the limitations & exclusions of the obligations & liabilities of the Company set out herein are reasonable & reflected in the charges payable to the Company hereunder. The Client shall accept risk &/ or insure accordingly.

12 Jurisdiction

12.1 These Conditions & any contract into which they are incorporated shall be subject to English Law & the non-exclusive jurisdiction of the Courts of England.

