

Terms and conditions for Radish Recruitment Ltd

1a. In these conditions Radish Recruitment or any other such associated or subsidiary company's may agree to provide staff. "Hirer" shall mean person, firm or company with whom Radish Recruitment agrees. "Temporary staff" shall mean personnel provided under Agreement. "Contract" shall mean any agreement for supply of temporary staff between Radish Recruitment and the Hirer.

b. No other pursuance of any quotation or otherwise shall be binding on Radish Recruitment unless and until it accepts any such order in writing. The contract shall be subject to these conditions and save as after mentioned no representative or agent of Radish Recruitment has authority to agree any terms or make any representation inconsistent with them or to enter into any contract except on the basis of them, representation of contract will bind Radish Recruitment on only if in writing and signed by a partner in the event that Radish Recruitment has not given a written acknowledgement of the Hirer's order these conditions, provided the Hirer shall have prior notice of them, shall none the less apply to the Contract.

c. Unless otherwise agreed in writing by Radish Recruitment these conditions shall override any terms and conditions stipulated or referred to by the Hirer in its order or pre-contracted negotiations.

d. Radish Recruitment reserves the right to correct any clerical or typographical errors made by its employees at any time.

2a. The Hirer shall be responsible for establishing Temporary staffs are competent to carry out the work for which the Hirer requires them. Save as thereafter provided the Temporary staff shall for all purposes in connection with the carrying out of such work be regarded as the servants or agents of the Hirer alone shall be responsible for all claims arising out of or in connection with the carrying out of, or failure to carry out, such work.

b. The Hirer shall indemnify Radish Recruitment against all liabilities which Radish Recruitment may incur arising out of the contract or any work carried out or to be carried out there under. Without prejudice to the generality of the foregoing the Hirer shall indemnify Radish Recruitment against all loss, liability or damage attributed to or resulting from any act or omission by any member of the Temporary staff.

c. Radish Recruitment will use all reasonable endeavours to ensure that the Temporary staff are honest, competent and trustworthy but shall not be liable to the Hirer for any loss or damage arising from or in connection with any lack of honesty, competence or trustworthiness in the Temporary staff.

d. The Hirer shall not be responsible for the payment of any insurance contributions, tax or payment for holidays in respect of the Temporary staff unless otherwise agreed.

3a. For the purpose of this provision 'rates of charge' means all chargeable items including travelling expenses and subsistence allowances (if any) in addition to working rates.

b. In respect of each member of the Temporary staff the minimum hire period

shall, unless otherwise agreed in writing, be 8 hours per working day on which the member reports to the site in accordance with instructions received from the Hirer and shall commence when he so reports.

c. The minimum hire charge payable by the Hirer for each member of the Temporary staff shall be the cage payable in respect of the minimum hire period and this provision shall apply/notwithstanding that the Hirer dispenses with the services of such member in accordance with the provisions of these conditions otherwise.

d. In the event that any member of Temporary staff reports to site in accordance with the instructions from the Hirer and the work is not provided for them, the minimum hire charge together with the travelling expenses and subsistence allowance will be paid by the Hirer in respect of such members.

e. Notwithstanding that rates of charge at the agreed time of the Contract Radish Recruitment shall be entitled to increase such rates at any time upon giving the Hirer 7 days notice and thereafter such rates shall be payable by the Hirer of the rates originally agreed.

f. Unless otherwise agreed any weekly subsistence allowances shall be deemed to cover 7 days working week and in the event that any member of the Temporary staff is not available for work 7 days in any week shall be reduced proportionately.

4a. The Hirer shall at the end of each week (commencing Monday) of the hire period complete and sign Radish Recruitment's time sheet for each member of Temporary staff and any employee of the Hirer who signs the time sheet shall be duly authorised to do so.

b. Payment shall be made by the Hirer within 7 days after each invoice is rendered to him. No discount, concession or other favourable term offered by Radish Recruitment shall constitute a waiver of this obligation.

c. VAT is chargeable on all accounts. Interest at 4% over bank rate is charged on overdue accounts and all costs incurred in tracing and/or collecting such accounts will be charged to the client.

5. Radish Recruitment will use all reasonable endeavours to ensure that all temporary staff attend for work at the Hirer's site on the dates and times required by the Hirer but Radish Recruitment shall in no circumstances be liable for any loss or damage arising because of or in connection with any failure by Temporary staff so to attend.

6. In the event that any member of Temporary staff fails to attend as required or to carry out the work with reasonable competence, the Hirer shall inform Radish Recruitment within the first 4 hours. In that event Radish Recruitment shall be entitled to replace such member but unless it offers so to do the provision paragraph 3c. hereof shall not apply in respect of such member.

a. If during the 6 months following the termination of the hire period in respect of any member of Temporary staff the Hirer without Radish Recruitment's prior written consent arranges for or permits such a member to work for the Hirer

or any associated or subsidiary company or on any work with which the Hirer is concerned or connected the Hirer shall be deemed to have employed such a member following an introduction by Radish Recruitment and (notwithstanding that payment to such member may be made in whole or in part by a person, firm or company other than the Hirer) shall make payment to Radish Recruitment as follows:

1) If the employment is intended to be for a period less than 1 year, a sum equal to 25% of the total remuneration paid to the member or the sum of £1000 per member, whichever ever is greater.

2) In all other cases the appropriate fee in accordance with Radish Recruitment's rates for the introduction of permanent staff shall be 15% of the annual salary and benefits.

7. Should Radish Recruitment be delayed in or prevented from supplying Temporary staff in accordance with the Contract due to war, governmental restrictions, trade disputes, shortages of personnel, acts of God or due to any other cause whatsoever beyond its reasonable control Radish Recruitment shall be at liberty to cancel without incurring any liability for any loss or damage arising therefrom.

8. The proper law of all contracts shall be English law which shall govern in all respect the construction and effect of such Contracts and of these conditions

9a. Radish Recruitment will deduct and be responsible to schedule (PAYE) Income tax and National Insurance contributions in respect of its Operations, even though these Operators are self-employed. Exception to (PAYE) deduction in this clause are only those Operators trading through their own corporation (Ltd company) or those holding CIS 4 certification in the construction industry.

b. Radish Recruitment and its operators shall comply with the contemporary dictates of good business manners and courtesies and act in a manner which is expedient for the completion of the obligations accepted by Radish Recruitment and likely to maintain utmost goodwill between Radish Recruitment and its clients. Neither Radish Recruitment nor any of its Operators shall be required to comply with any disciplines imposed on the staff of employees of the clients unless agreed and accepted in writing.

c. Radish Recruitment shall engage all Temporary staff under a Contract for services.

10. Insurance and Bonding. Unless special arrangements are agreed and confirmed in writing prior to work being done, Radish Recruitment does not insure, bond or otherwise underwrite the integrity of its Operators. Radish Recruitment and its Operators work entirely at the risk of the client. Radish Recruitment accepts no liability in respect of any loss or damage arising to a client of third party from any act of default of Radish Recruitment or any other Operator. Clients must effect all insurance required by law, on location or site to cover public liability. Third Party, Employers liability and Professional Indemnity etc in respect of any activities where the services of Radish Recruitment or its Operators are involved.