

Terms and Conditions of Business for the Supply of Permanent and Temporary Staff

- 1 In these terms and conditions the following words shall have the following meanings:
- 1.1 Applicant' means the individual introduced to the Client by Miragetek Global Resources Limited for a permanent position;
- 1.2 Assignment" means the period during which the Temporary is required to render services to the Client;
- 1.3 Charges' shall mean the agreed rate per hour which Miragetek Global Resources Limited has advised the Client prior to the commencement of the Assignment for all the periods worked during the Assignment (subject to any variation provided for in these Terms) together with any expenses that are to be reimbursed to Miragetek Global Resources Limited by the Client in respect of the Company's supply of the services of any Temporary.
- 1.4 Client' means the person, firm or corporate body together with any subsidiary or group company as defined by the Companies Act 1985 to whom the Temporary is supplied or to whom an Applicant is Introduced;
- 1.5 Miragetek means Miragetek Global Resources Limited of Mirage House, 41 Broadfield Road, London SE6 1ND together with any subsidiary or group company as defined by the Companies Act 1985
- 1.6 Contract period means the initial fixed period of the Assignment and if there is any extension or renewal of the Assignment then each such extended or renewed period will be a separate Contract period
- 1.7 Engagement" means any employment or use of the Temporary or Applicant (as applicable) on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement or any other engagement;
- 1.8 "The Fee" means sums due to Miragetek plus VAT calculated as follows:
in respect of the Engagement of an Applicant, the relevant percentage of his/her Remuneration determined as follows £0-£24,999 = 20% £25,000- £39,999 = 25% and £40,000+ = 30% The Fee shall be payable within 14 days from the date of invoice or on the Engagement of an Applicant which ever is sooner;
- 1.8.2 In respect of an Engagement which results from executive search and selection the fee shall be 33% of the Remuneration which shall be payable in three approximately equal instalments, the final instalment reflecting the actual agreed Remuneration. The first instalment is invoiced upon the Company's acceptance of the Client's instruction; the second on submission to the Client of a shortlist of Applicants and the third on the Applicant's acceptance of the Client's offer of an Engagement;
- 1.8.3 in the event of there being provision for an increase in Remuneration during the first year, Miragetek will be also be entitled to an additional Fee calculated on the total sum received by the Applicant during the first year of the Engagement;
- 1.8.4 in respect of the Fixed Term Staff by taking the daily rate of the Contract period and multiplying it by 365 to provide an annual rate and calculating the fee by the appropriate percentage payable based upon the equivalent annual salary payable in respect of permanent staff.
- 1.8.5 Where a Fee is based on Remuneration which is expressed in foreign currency, the Fee shall be calculated in sterling at its exchange rate in force on the date of the invoice.
- 1.9 First interest rate" means the rate of 4% above the Base Lending Rate of Natwest Bank plc from time to time or 12% per annum, Which ever is the higher which interest is to be compounded monthly and second interest rate means the rate of 2.5% per month which interest is to be compounded monthly.
- 1.10 Introduction means the client's interview of an Applicant or Temporary (as applicable) in person or by telephone following the Client a instruction to Miragetek to fill a vacancy or the passing to the client of a curriculum vitae or other information which identifies the Applicant/Temporary, and which leads to an engagement of the Applicant or Temporary by the client and the word introduce shall be construed accordingly;
- 1.11 Remuneration means the aggregate gross annual taxable emoluments payable to or receivable by the Applicant pursuant to the Engagement, including salary, increases in salary bonuses, profit share, Commission, pension allowances and PRP and any signing-on payment or equivalent (contractual or otherwise and whether guaranteed or not) paid to the Applicant during the first year of the Engagement or attributable to such period and paid subsequently. The value of payment of pension contributions shall be calculated as the higher of the actual value of the contributions or £2,000 per annum but disregarding any statutory contributions made to a Stakeholder pension scheme Bonus/profit share which is not guaranteed will be determined on the projected values. Any car, housing and/or relocation allowance shall be treated as part of the Applicant's taxable emoluments. The value of the provision of a company car shall be assessed at £5000 per annum and provision of housing accommodation, and/or relocation allowance shall be calculated as the higher of either the benefit or £2,500 per annum. Where the salary or any other element of the package offered to the Applicant is expressed to be net, (i.e. after deductions) then for the purposes of calculating the Remuneration this will be grossed up to reflect the value prior to tax or other deductions, by a percentage agreed between the agency and the client, or failing agreement, by a factor of 66%; in the case of an overseas engagement, remuneration will be calculated as above and any grossing up for tax and national insurance purposes shall be at the equivalent UK rate
- 1.12 "The Temporary" means the person or limited company (including any officer, employee or agent of it) supplied to the Client by Miragetek to carry out an Assignment.
- 1.13 Fixed Term Staff an individual engaged by Miragetek for a fixed term (whether or not that contract is renewable) whether as an employee or otherwise
- 2 References to the singular shall where appropriate be deemed to include the plural and references to the masculine gender shall where appropriate include the feminine and neuter genders
- 3 These Terms regulate the basis upon which Miragetek supplies Temporaries and/or Applicants to the Client and are deemed to be accepted by the Client by virtue of its request for Introduction to or Engagement of the Temporary/Applicant.
- 4 The Client agrees to notify Miragetek immediately of the details of any Engagement and of the Remuneration and provide a copy of any documentation relating to the same for any Applicant or Temporary (as appropriate) and to pay the Fees and Charges (plus VAT) in accordance with these Terms whether or not details of such Applicant/Temporary have been received from any other agency.
- Permanent Placements**
- 5 The Client is responsible for taking up references covering the Applicants skill, qualification and general integrity, obtaining work permits and satisfying medical requirements and any other matters required by it Any written information or curriculum vitae supplied to the Client by Miragetek is supplied in good faith and on information given to Miragetek by Applicants and Miragetek cannot represent or warrant that to be true or to be implied as a term of this contract but it is for the Client to make full investigations and require evidence of such information from the Applicant. No liability whatsoever is accepted by Miragetek therefore in respect of the matters referred to in this clause.
- 5 Provided that a) the Client complies with all of these Terms including the prompt payment of all Fees and b) the Applicant was not engaged previously as a Temporary nor as Fixed Term Staff and c) the Client notifies Miragetek in writing within seven (7) days of termination and d) that Miragetek shall not with standing this guarantee be entitled to receive a minimum fee of £850 plus VAT to cover administration costs, Miragetek guarantees that if an applicant leaves the Client is employment for any reason within the first 10 weeks, 1/10th of the Fee shall be refunded for every complete week not worked within that period the Applicant leave having been engaged for any part or whole of the tenth week no refund shall be made. No refund will be made where the termination is for redundancy or is the result of a recon structure or reorganisation of the Client's business. If the Fee is not received by Miragetek within 14 days of the date of invoice, Miragetek shall charge interest from the date of the invoice at the First Interest Rate until actual date of receipt by Miragetek of the payment calculated at a daily rate.
- Temporary workers**
- 7 The current scale of Charges will be supplied to the Client prior to the Assignment. The Company reserves the right to vary the Charges at any time upon notice with immediate effect during the Assignment. Arrangements for travelling, hotel and other expenses are not included in the Company's charges and shall be made separately between the Temporary and the Client.
- 8 Charges and expenses due to Miragetek will be invoiced on a weekly basis and are payable within 7 days of the date of invoice. The Company may charge interest at the Second Interest rate at the expiration of 7 days from the date of invoice until the date of payment in full calculated at a daily rate.
- 9 Miragetek is responsible for paying the Temporary's remuneration and for the deduction and payment of PAYE National Insurance Contributions and Schedule Income Tax applicable to the Temporary as required by law. Save where the Temporary is a limited company Miragetek will account to the relevant authorities for the Income Tax and employer and employee a National Insurance Contributions Except for this obligation Miragetek shall have no other responsibility or liability vicariously or otherwise for the Temporary.
- 10 The Client is responsible for providing adequate insurance during the period that the Temporary is under the Client's direction and control to the extent that Miragetek shall have full benefit of coverage for any liability for the acts or omissions of the Temporary which might arise during the duration of the Assignment.
- 11 Whilst every effort is made by Miragetek to ensure and maintain standards of skill, integrity and reliability of Temporaries according to details given to Miragetek prior to the Assignment no liability will be accepted by Miragetek for any loss, damage or delay arising from failure to provide a particular Temporary for all or any part of the period of Assignment.
- 12 The Client undertakes at all times to supervise the Temporary assigned to it to ensure that a reasonable standard of workmanship is being provided In the event that the Client finds the Temporary's services to be unsatisfactory, Miragetek will reduce or cancel the Charge for the time worked on that day PROVIDED that Miragetek is notified within 2 hours from the commencement of the Assignment by the Client, the Temporary leaves the Assignment immediately, the notification is confirmed in writing, AND if Miragetek so requires, the Client immediately provides evidence of the inability of the Temporary to perform the services for which the Temporary has been engaged.
- 13 At the end of each week of the Assignment (or where the Assignment is for a period of less than one week or is completed before the end of a week, at the end of the Assignment) the Client shall sign the Miragetek Schedule of Work form verifying the number of hours worked by the Temporary during that week. The Client shall be responsible for ensuring that only authorised members of its staff sign Miragetek Schedule of Work form on its behalf.
- 14 Signature of the time sheet by the client constitutes acceptance that the Temporary's services have been provided for the hours indicated and that such services have been satisfactory. Failure to sign the timesheet does not alter the Client's obligation to pay the charges in respect of the hours worked. If the Client fails to register any complaint it may have in writing to Miragetek within one working day of the work's completion then the Client shall be deemed to be fully satisfied with the Temporary.
- 15 Unless otherwise provided for the Charges shall be increased in respect of any overtime worked by the Temporary on the following basis:
- 15.1 50% increase for any hours worked above 37.5 hours per week Monday to Friday and any hours worked on Saturdays, and
- 15.2 100 % increase for hours worked on Sunday and bank or public holidays.
- Fixed Term Staff**
- The refund provisions in Clause 6 shall not apply in respect of Fixed Term Staff
Where the Client engages Fixed Term Staff the Client will be liable for the Fixed Term Staff as if it had engaged Permanent Staff save that
The Client will pay the Fee for the Fixed Term Staff at the commencement of and on the renewal of each Contract Period
The conditions referred to for Permanent Staff shall otherwise apply save that the Fee must be paid within 7 days of the date of invoice or the commencement of the Engagement, whichever shall be sooner and in default of this, the Second Rate of Interest shall accrue on the Fee.
- General Terms**
- 16 The Company does not accept any responsibility for any loss, expense, damage or delay however occasioned arising from any Assignment or the Engagement of any Applicant The Client agrees that no claims, demands or liabilities whatsoever which may arise by reason of negligence fraud or dishonesty in connection with an Applicant shall be made against Miragetek.
- 17 Details of Applicants and Temporaries disclosed by Miragetek are confidential. The passing of such details to a third party which results in an Engagement with that third party renders the Client is liable to full payment of a Fee calculated in accordance with clause 6 above
- 18 If the Client entrusts the Applicant/Temporary with money, securities, valuables or negotiable documents or access to any such matters, then this will be the sole risk of the Client and Miragetek will not be liable for any loss, actions, proceedings claims demands or liabilities arising from the acts, omissions negligence, fraud or other default on the part of the Applicant/Temporary
- 19 In the event of the Engagement by a Client, otherwise than through the Company, of an Applicant or Temporary on any basis or in any capacity whatsoever, whether directly or indirectly, and whether for a definite or indefinite period which results from an Introduction either within 12 months from the introduction or if later within 12 months of the termination of the relevant Assignment or Engagement with the Client, the Client shall notify Miragetek and provide Miragetek with full and written details of such subsequent engagement and the Remuneration and will be liable to Miragetek for the Fee in, accordance with clause 1.8 but the refund provisions in clause 6 will not apply. If the Client fails to give notice and remuneration details by the start date of the said engagement Miragetek shall charge the fee as a percentage of a notional annual remuneration based on a multiple of the hourly or monthly charge out rate of the Temporary. For the purposes of this calculation a day is deemed to be 7.5 hours, a week 37.5 working hours and a year 52 weeks.
In the case of an Engagement by the Client or a third party, the Fee will be the sum which would have been payable if the original Introduction had resulted in an Engagement through Miragetek under the provisions provided in this clause
- 20 Only Miragetek is entitled to assign, charge or otherwise deal with the benefit and/or the burden of this agreement and in the case of any such assignment by Miragetek, notice in writing will be given to the Client.
- 21 Whilst the parties consider the Terms to be reasonable in all circumstances, it is agreed that if any one or more of the terms is considered to go beyond what is reasonable in all the circumstances to protect the legitimate interests of Miragetek or the Group but would be adjudged reasonable if any particular term were deleted such wording may be deleted restricted or limited by Miragetek to give effect to the remainder of the so that each clause may be considered separate and distinct
- 22 No variation can be made to these Terms without the written consent of a director of Miragetek and such variation will only have effect provided all relevant Fees are paid in accordance with these Terms.
- 23 English law shall apply to this Agreement and the Client subjects itself to the jurisdiction of the English Court.

