

CLIENT TERMS OF BUSINESS

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:-

"Assignment"	means the services which the Consultancy is Engaged by the Employment Business to render to the Client;
"Client"	means the person, firm or corporate body specified in the Assignment Schedule together with any subsidiary or associated company as defined by the Companies Act 1985 requiring the services of the Consultancy;
"Employment Business"	means Tiger Resourcing Solutions Limited of The Old Brewery, Bells Yew Green, Tunbridge Wells, Kent, TN3 9BD
"Consultancy"	means the limited company introduced to the Client by the Employment Business and Engaged by the Client to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof and any third party to whom the provision of consultancy services is assigned or sublet with the prior approval of the Client).
"Engaged / Engagement"	means any employment or use of the Consultancy's services or the services of any officer, employee or representative of the Consultancy, whether under a contract of service or for services, for an agency, licence, franchise or partnership arrangement, or any other engagement
"Introduction"	means the Client's interview of an officer, employee, or representative of the Consultancy, in person or by telephone, following the Client's instruction to the Employment Business to supply a Consultancy or the passing to the Client of information which identifies a Consultancy which leads to the Engagement by the Client of the Consultancy.

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

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

2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of a Consultancy.

2.2. Unless otherwise agreed in writing by a Director of the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

3. CONFIRMATION OF ASSIGNMENTS

3.1. Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Employment Business will send to the Client in writing, an Assignment Schedule. The Assignment Schedule is written confirmation of the Assignment, specifying the duration of the Assignment, the identity of the Consultancy, the fee payable to the Employment Business together with such disbursements as may have been agreed, notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by the Employment Business and any other relevant information.

4. CHARGES

4.1. The Client agrees to pay the charges of the Employment Business as notified at the commencement of the Assignment and which may be varied from time to time during the Assignment. The charges are comprised mainly of the Consultancy's fees but also include the Employment Business's commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT is payable on the entirety of these charges

4.2. The charges are invoiced to the Client on a monthly basis and are payable within 14 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the National Westminster Bank from the due date until the date of payment.

5. VERIFICATION OF EXECUTION OF THE SERVICES

5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week) the Client shall verify the execution of the services provided by the Consultancy by signature of a form provided to the Consultancy for this purpose.

5.2. Verification of the execution of the services by the Client constitutes acceptance that the Consultancy's services have been provided satisfactorily and in accordance with these Terms. Failure to verify execution in writing does not affect the Client's obligation to pay the charges in respect of the work done.

6. REMUNERATION

6.1. The Employment Business is responsible for paying the Consultancy's fees and for deducting any sums as may be required by law.

7. RE-ENGAGEMENT FEES

7.1. The direct Engagement by a Client of a Consultancy or any of its staff introduced by the Employment Business, or the Introduction by the Client of a Consultancy to any third party resulting in an Engagement renders the Client subject to the payment of an introduction fee calculated at 15 % of the starting annual salary or 25% of the annual fee provided that the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Consultancy was supplied, or if there was no Assignment, within 6 months of the Introduction of the Consultancy by the Employment Business. Where the Client fails to inform the Employment Business of the fee or annual remuneration payable to the Consultancy, the introduction fee will be calculated by multiplying the weekly charge of the Employment Business for the Consultancy's services by 13. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

8. LIABILITY

8.1. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Consultants and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Consultancy for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8.2. For the avoidance of doubt, neither the Consultancy nor its Staff are under the supervision or control of the Employment Business. The Client will comply in all respects with all relevant statutes, bye-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Consultancy. Where the services are performed on the Client's premises the Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client.

9. TERMINATION OF THE ASSIGNMENT

9.1. The Client may terminate the Assignment by giving to the Employment Business the notice specified in the Assignment Schedule.

9.2. Notwithstanding the provisions of sub-clause 9.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:

9.2.1. the Consultancy has acted in breach of any statutory or other reasonable rules and regulations applicable to them while performing the services;

9.2.2. the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time;
or

9.2.3. for any reason the Consultancy proves unsatisfactory to the Client.

9.3. The Employment Business may terminate an Assignment forthwith by notice in writing:-

9.3.1. if the Client is in wilful or persistent breach of its obligations under these Terms; or

9.3.2. if the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

10. LAW

10.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

Signed on behalf of Tiger Resourcing Solutions Limited (Employment Business) Date: _____

Signed on behalf of xxxxx (Client) Date: _____