

Client Services Agreement

We are Gold Group Limited (company registration number 03901909) of East Grinstead House, Wood Street, West Sussex, RH19 1UZ including, for the purposes of these Terms of Business, our branch offices and our subsidiary companies (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) (throughout 'we', 'us', 'our' and 'ours').

You are the recipient of this CSA and as such are our client for the purpose of these Terms of Business (throughout 'you', 'your' and 'yours').

This **Client Services Agreement ('CSA')** together with our Main Client Terms ('Main Terms') form the basis upon which we conduct business. The CSA and Main Terms are referred to throughout as 'Terms of Business' or 'these Terms'.

A copy of the Main Terms which accompanies this CSA is available upon request at : [Main Client Terms combined v3 301019f](#) along with our Privacy Notice

The terms and conditions for our services are as follows:

1. This CSA sets out a summary of our primary terms and rates. Other than those definitions set out herein, words that have specific definitions (usually denoted by upper case first letter) are contained in the Main Terms.
2. Our primary service function is to source, introduce and/or engage with suitable candidates for you to employ generally or take on a fixed or temporary basis to meet your requirements. Candidates may be individuals for temporary or permanent hire, temp agency workers or contractors. If you require any alternative service, we will be happy to discuss with you but please note these may be subject to different terms.
3. We may appoint one or more account managers to act as our point of contact to liaise with you. Please refer any questions concerning a Requirement or Candidate to an account manager.
4. Except where we have agreed a specific chargeable item, for example, an advertising campaign or a different or specific service, or for Expenses, we only charge fees where we Introduce Candidates that you use in some way. Please note we are entitled to our Fee for an Introduction regardless of the role, tasks or purpose for which you use a Candidate. Although we are entitled to charge a Fee wherever there is an Engagement following our Introduction, the normal default period is 12 months.
5. We rely on the information you give to us so that we can provide the best outcome for you. Accordingly, it is important that you give us all the information necessary for every placement and we will advise you on what we need from time to time. To avoid any misunderstanding, it is also important that you keep us promptly informed of your intentions in relation to Candidates we Introduce. For example, if you are already considering a person we Introduce as a Candidate for engagement at the time we provide you with details of that person you should let us know immediately and in any event within 3 working days from the time we provide details of the person.
6. Candidates we supply on a temporary basis are engaged by us either via an umbrella service or on a contract for services, unless we inform you otherwise. As the Candidate's relationship is with us and you are not intended to be the Candidate's employer, save for providing the Candidate with required information related to the work being done, you should refer any questions and relationship matters to us, not to the Candidate.
7. Our Fees depend on the type of service provided and are calculated using the Fee Scales overleaf. Except for Temp Supply or where otherwise agreed, the Fees are calculated as a percentage of total Remuneration.
8. The intervals at which we normally raise invoices (Invoicing Intervals) for a margin only Temp Placement is weekly, for a Temp Supply is also weekly. You must validate work done where there is a Temp Supply at the end of each week (Validation Period).
9. You are ultimately responsible for ascertaining suitability and checking the Candidate's work and performance, and so, whilst we accept liability for our own negligence and where required by law, we do not accept liability for the work done by a Candidate in any circumstances. Our liability excludes indirect loss, is subject to a cap of £1m except where otherwise required by law, in the case of a Temp Supply is limited to one month's Fee under the Assignment, and in the case of a Temp Placement is limited to our charge for one month.
10. If your employment of a Candidate ends within the stated period in the Rebate Scale below, we shall repay a proportion of the Fee ('Rebate') in accordance with the Rebate Scale provided all of the Rebate Conditions below apply. No Rebate is due if any Rebate Condition is not met
11. It is an additional Rebate Condition that at the same time as claiming the Rebate you request us to seek an alternative candidate. Provided we Introduce a suitable alternative Candidate for no additional fee within 28 days or such longer period as we agree, time being of the essence, the Introduction shall be deemed to be a replacement for the Introduction of the first Candidate and your entitlement to a Rebate shall cease.
12. You agree to promptly repay a Rebate if, within 12 months of your Rebate claim, you re-Engage the relevant Candidate, or if, for any reason, it is not properly due to you.
13. Where you employ a Candidate and have kept us informed of your decision to employ, we agree not to solicit the Candidate to take up employment elsewhere for a period of at least 2 years except where any of the Non-Solicit Conditions below apply. Contact of a general, automated or inadvertent nature (for example by reason of connection with or inclusion on a social media or mailing list) shall not amount to soliciting.
14. In the case of a Temp Supply initially agreed to continue for more than one week, if you advise us on the first day that the Candidate is unsuitable, we shall only charge you the Total Cost for the Candidate – see Fees 2.

15. If you are not satisfied with a Candidate we supply for an ongoing Requirement, you agree to give us reasonable time to find and supply a suitable alternative Candidate.



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16. Wherever there is an increase in Remuneration within 12 months of commencement of an Engagement, including due to increased hours, we shall be entitled to raise a further invoice for our Fee reflecting the increase.
17. IR35 tax. If we advise you that a Candidate operates through a company or partnership to which the off-payroll tax rules set out in Chapter 10 of Part 2 of ITEPA ('OPR') may apply you must provide us either with a status determination statement ('SDS') in the form required pursuant to the OPR or a statement that you are OPR Exempt, namely that the OPR do not apply because you are either a small company or you have no UK connection. Your statement to us in either case may affect the rates upon which we can provide the supply.
18. Payment Terms: Fees and Expenses are payable within 7 days from the date of our invoice save for Engagements of which we are not informed in advance for which our Fees are payable within 7 days of the Engagement. [We may charge a sum not exceeding £750 + VAT for our administration charge in recovering any sum overdue for more than one month.]

Fee Scales

Fees 1 - Fee Scale for Perm Placements and Engagements except where otherwise specified

Where total Remuneration is: **our fee % of Remuneration:**

Up to £39,999.99	25 %
£40,000.00 up to £99,999.99	30 %
£100,000.00 up to £349,999.99	35%
£350,000 or above	40 %

Fees 2 - Fees for Temp Supply

Where we supply the Candidate, our Fee is calculated on time spent at the rate specified and agreed by us for the Assignment from time to time. Our Fee is based upon the total of the cost to us of engaging and supplying the Candidate whether calculated with reference to a Candidate or all or part of our business (including statutory payments we make to or relating to the Candidate) ('Total Cost') plus our charge ('Charge') which, unless otherwise agreed in writing, shall be calculated as a percentage of Total Cost. Note: Fees may increase if necessary costs increase.

Fees 3 - Transfer Fee for all Engagements following our supply of the Candidate

The higher of 25% of Remuneration, or a fee charged under Fees 1, chargeable if there is an Engagement within the relevant Transfer Period of a Candidate we have supplied.

In certain circumstances instead of paying us a Transfer Fee you may have an option to take the supply of the Candidate through us. Please see Sections 7 and 8 of the Main Terms. Subject thereto a Fee based on Fees 1 is payable in the case of an Engagement of a Candidate we have Introduced, but not actually supplied, for any purpose.

Rebate Scale

The Rebate shall be the amount equivalent to the percentage of Fee shown in the scale below, the percentage of Fee depending upon the date employment ends, the lowest percentage always applying:

employment ends:	percentage of Fee:
in the first 1-4 weeks	100%
during weeks 5-8	50%
during weeks 9-12	25%

Rebate Conditions

- (a) the arrangement is a Perm Placement agreed with us
- (b) you have not previously used the Candidate in any capacity, whether working direct for you, by supply through us, or otherwise
- (c) the employment ends by reason of the fact that the Candidate is wholly unsuitable for the position taken up by the Candidate; for the avoidance of doubt this Condition is not met if termination is due to redundancy
- (d) you provided us with full and correct information as to the position sought to be filled and the Candidate was employed in the position as described
- (e) you have first paid the relevant Fees in accordance with the payment terms, time being of the essence
- (f) you notify us in writing of the fact, and date, of termination no later than 3 working days after the date on which one party to the employment informs the other of the decision to terminate and that you are claiming a Rebate.

Non-Solicit Conditions

You are in breach of these Terms of Business

Termination of employment by either party for any reason, the embargo ceasing upon the giving of the notice

You have not provided us with full and correct information as to the position sought to be filled You agree we may help the Candidate find other work

Acceptance

Once you have received this CSA, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business which then, in consideration of the mutual benefits set out, apply

