



Change Recruitment

Change Contract

It may be that your business requires a long-term solution. Many businesses prefer to employ their staff on a contract basis rather than taking on the full responsibility of a full time employee. Maybe head-count is an issue with your business. Maybe contractual issues make this a better option. It may simply be that you would like to contain your costs by paying another organisation for supplying staff. Maybe you have a new project or initiative and you would rather utilise contract staff to launch and implement the programme and would then employ full-time staff as the programme gained success.

Change have developed a unique contract service based upon the most important positions that you may have at operational or junior management level:

- Sales Executive
- Business Manager
- Sales Manager
- Technician
- Service Advisor
- Service Manager
- Parts Manager
- Finance Representative
- Warranty Representative
- Others upon request

These staff are provided for a minimum period of 3-months and a maximum period of 12-months.

In additions to the benefits offered in terms of flexibility that this alternative method of staffing offers, Change also offer another major incentive. Our service does not just end when we have supplied the individuals. The contract fee includes a management fee to ensure that we are continually responsible for assisting your business in the management of these staff. We can also include a training fee whereby we provide initial and ongoing training to the seconded staff.

Permanent Recruitment

If a company decide to employ on a permanent basis a temporary employee or contract employee a reduced recruitment fee will then be charged.



Fee Structure

Option One

The Client is invoiced for the total of the salary, employer costs, commission and expenses. Client and Change then share commission or profit. % Determined on an individual basis.

Option Two

The Client is invoiced for the total of the salary, employer costs, commission and expenses. Change the charge a monthly management fee.

Payment Terms

- Minimum 3-month contract
- Maximum 12-month contract
- Invoiced quarterly in advance
- Payment within seven days of invoice
- Client provides fully expensed vehicle and equipment (laptop etc if required)
- Incidental costs / expenses charged separately (hotel / accommodation etc)
- VAT charged at the prevailing rate

CHANGE



Change Recruitment Contract Terms and Conditions (Client)

1. The following Terms and Conditions (the Terms) constitute the entire contract between Change and any subsidiary or associated company (the Company) and any person, organisation or company (the Client) who engages a contract worker (the Contractor) introduced by the Company. No variation of these Terms will be binding upon the Company unless such variation is in writing and is signed by a Director of the Company.
2. These Terms and Conditions are deemed to have been accepted by the Client by virtue of an interview or the engagement by the Client (which term includes employment or use whether under a contract of service or for services or under an agency, licensee, franchise or partnership agreement) of a Contractor introduced by the Company.
3. The Client agrees to pay the monthly charge of the Company advised at the time of the booking. The Client agrees to verify and sign the Company Commission Sheets / Performance Logs, if applicable, each month. Signature of such Commission Sheets / Performance Logs by the Client constitutes acceptance that the Contractor has worked satisfactorily and earned the commissions indicated on the Commission Sheets / Performance Logs. Failure to sign the Commission Sheets / Performance Logs does not alter the Client's liability to pay for commission earned. Travelling, hotel or other expenses as may be agreed shall be itemised on the Company invoice in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on a monthly basis. The minimum charge of the Company is for a Contractor to work for three months.
4. Charges which largely represent remuneration paid are invoiced quarterly in advance and are payable immediately. The Company reserve the right to charge interest on fees overdue by more than seven days at the rate of 3% per annum above the basic rate of HSBC Bank Plc accruing from day to day from the date payment is due until payment in full.
5. For work performed on behalf of UK registered companies all amounts invoiced will be subject to VAT payable at a rate of 17.5%.
6. The Company assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (PAYE). Applicable to the Contractor as required by law.
7. The engagement of use by a Client of a Contractor or former Contractor introduced by the Company whether for a definite or indefinite period, or the introduction of such Contractor to other employers, with a resulting engagement, (or, where applicable, if the Contractor has become incorporated under a limited company, the engagement, use or introduction of that limited company) renders the Client subject to the payment of an introduction fee calculated at 18% of the annual commencing gross taxable remuneration and taxable emoluments payable by the Client to the worker concerned, provided that the engagement takes place within a period of twelve months from the termination of any Contractor assignment, or within twelve months of the introduction of the Contractor, whichever is later. Where the amount of the annual commencing remuneration is not readily ascertainable, the fee will be calculated as 18% of a multiple of twelve times the monthly charge at which the Contractor was last supplied to the Client by the Company. The Company will make no refund of the introduction fee to the Client in the event of the subsequent termination of such engagement.
8. Whilst every effort is made by the Company to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from workers and further to provide them in accordance with booking detail, no liability will be accepted by the Company for any loss, expense, damage or delay arising from any failure to provide any particular Contractor for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Contractor provided or the failure of the Contractor to arrive at the designated workplace at the required time or at all.
9. The Client undertakes to supervise the Contractor(s) assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards or workmanship. If the services of the Contractor prove to be unsatisfactory, the Client may terminate the assignment either by telling the Contractor to leave the assignment immediately, or by asking the Company to remove the Contractor. The Company may in such circumstances reduce or cancel the charge for the time worked by that Contractor, provided that assignment ends:
 - a. Within four hours of the Contractor commencing duties and also provided
 - b. That verbal notification of the unsuitability of the Contractor is confirmed in writing to the Company within 48 hours.
10. Contractor's engaged by the Company are deemed to be under the direction and control of the Client from the time the Contractor reports to take up duties and for the duration of the assignment and the Client agrees to be responsible for all acts, errors or omissions be they wilful, negligent or otherwise as though the Contractor were on the payroll of the Client and the Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Contractor during all assignments but excluding the matters specifically mentioned in Paragraph 6 above.
11. The Client shall indemnify and keep indemnified the Company against any costs, claims and liabilities incurred by the Company arising out of the assignment.
12. These Terms and Conditions of Business supersede any previous Terms and Conditions of Business previously supplied by the Company.
13. The Client shall pay all valid Invoices issued by the Company within seven days of the invoice date.



Change Recruitment Contract Terms and Conditions (Contractor)

1. The following Terms and Conditions (the Terms) constitute the entire contract between Change and any subsidiary or associated company (the Company) and any person, organisation or company (the Client) who employs a Contractor introduced by the Company (the Contractor) to fulfill an Assignment (the Assignment). No variation of these Terms will be binding upon the Company unless such variation is in writing and is signed by a Director of the Company.
2. This Contract for Services (the Contract), subject to the receipt of satisfactory references from persons to whom the Contractor has previously supplied services, commences on the date of the first Assignment and shall continue until terminated in accordance with the provisions of this Contract. For the avoidance of doubt this Contract shall not give rise to a contract of employment between the Company and the Contractor. The Contractor is engaged as a self-employed worker although the Company is required to make statutory deductions from the Contractor's remuneration.
3. Either the Company or the Contractor may terminate this Contract at any time without prior notice by notifying the other party of such termination.
4. The Company agrees to offer the Contractor opportunities to perform services as where, at the discretion of the Company, there is a suitable Assignment with a Client of the Company for the supply of such services. The Company reserves the right to offer any Assignment to such of its Contractors as it may elect where that Assignment is suitable for several Contractors.
5. The Company shall pay the Contractor at a minimum monthly rate of to be notified to the Contractor on a per Assignment basis for each month of service to be paid monthly in arrears, subject to deductions for the purposes of National Insurance, PAYE or any other purpose for which the Company is by law required to make deductions.
6. The Contractor shall at all times:
 - a. While engaged on an Assignment devote his/her full time, attention and abilities to the business of the Company and to ensuring the satisfactory provision of services to the Client on behalf of the Company;
 - b. Not engage in conduct detrimental to the interest of either the Company or any of its Clients;
 - c. Take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by his/her actions in the course of performing the services;
 - d. Be present during the times, or for the total amount of hours during each day, week or month as may be agreed with the Client;
 - e. Comply with any disciplinary rules or obligations enforced at the Client's premises to the extent that they are reasonably applicable;
 - f. Comply with all reasonable instruction and requests within the scope of the agreed services as shall be made by the Client.
7. If the Client makes an offer of permanent employment to the Contractor, it is his/her duty to immediately notify the Company.
8. While engaged on an Assignment, the Contractor shall receive from the Client day to day instructions relating to the services required and shall remain under the direction and control of the Client.
9. For the purpose of calculating the average number of months worked by the Contractor on an Assignment the start date for the relevant averaging period under the Working Time Regulations shall be 28th September 1998 or the date on which the Contractor commences the first Assignment through the Company, whichever is the later.
10. When the needs of the Assignment require, the Contractor agrees to work in excess of an average 48 hour working week, that average to be calculated over a 17 week period.
11. Under the Working Time Regulations the Contractor is entitled to four weeks paid holiday per year. The main points concerning paid holiday are:-
 - a. Holiday entitlement must be taken during the course of the leave year in which it accrues and may not be carried over to subsequent leave years.
 - b. The qualifying period for entitlement to paid leave is 13 weeks' continuous placement on Assignments through the Company. The payment for leave will be calculated on the basis of leave accruing at the rate of 0.39 days per complete week worked for the four-week leave entitlement. Entitlement acquired during the qualifying period cannot be exercised until the qualification criteria have been achieved and the necessary notice given.
 - c. A full day is the minimum paid holiday entitlement, which can be exercised by the Contractor at any one time.
 - d. The amount of the payment to which the Contractor is entitled in respect of such leave is calculated in accordance with an in proportion to the number of months worked (and the average monthly rate of pay with reference to the basic monthly rate only) on Assignments during that leave year.
 - e. Leave applications must be made on the Company Holiday Request Form.
 - f. Bank Holidays are included within the annual entitlement and will be paid automatically if the Contractor has acquired sufficient entitlement, unless the Contractor is assigned to work for the Company on that day.
 - g. The Contractor agrees that they will not work during a period of paid leave.
 - h. A Contractor's entitlement to leave may not be replaced by payment in lieu except where the Contractor leaves the Company.
 - i. When a Contractor leaves the Company and requests a P45 to be raised, any full days of holiday entitlement, which have accrued to that Contractor, will be paid to the Contractor in line with the calculation in (b) to (d) above.
 - j. The Company reserves the right to reclaim previously paid holiday pay and the Contractor agrees that the said payments shall be deducted from wages otherwise due in the following circumstances:
12. In the event that the Contractor was actually assigned for the Company on the day for which holiday was paid.
13. In the event that the Company has miscalculated the amount to be paid or miscalculated the Contractor's holiday entitlement.



14. In the event that the Contractor leaves having received more paid holiday than was due ie the holiday proportionate to the amount of time worked at termination.
 - a. Only those Contractors who are subject to normal PAYE/NI deductions are included within this holiday entitlement. Contractors/contractors who are limited companies, sub-contractors in the construction industry (714s) or self employed contractors for tax purposes are not included within this entitlement.
 - b. None of the provisions of this clause regarding entitlement to paid leave shall affect the Contractor's status as a self-employed worker.
15. There is no obligation on the Company to request or on the Contractor to provide services for any particular number of hours in any day or week. In the event of the Contractor deciding to accept any Assignment, for any period, the Contract shall be considered not normally to involve the performance of services for such a period.
16. The Company and the Contractor agree that the nature of Contractor services is such that there may be periods between Assignments when no services are required.
17. The length of any Assignment can never be guaranteed and the Company may instruct the Contractor to end an Assignment with a Client at any time and in such circumstances, the Company shall not be liable to the Contractor for any damages or other compensation of any kind save for such remuneration accrued prior to the date of such termination.
18. The Company shall be responsible for making statutory deductions relating to National Insurance and Income Tax under Schedule E (PAYE), as appropriate, and transmitting these to the Inland Revenue.
19. The Contractor shall arrange to inform the Company as early as possible but no later than 10.00 am on the first day of sickness so that the Company can make arrangements, where applicable, to provide alternative Contractors to the Client. Such periods of absence through sickness must be covered by a "self-certificate" which must be completed and returned to the branch as soon as possible and not later than 10 days from first day of absence through sickness. Doctors' Certificates will be required for periods of absence through sickness of more than seven calendar days.
20. Contractors who are eligible will receive Statutory Sick Pay in accordance with and subject to the provisions of the Social Security Contribution and Benefits Act 1992 (and Regulations made there under) for up to the maximum specified by law.
21. The qualifying days for Statutory Sick Pay shall be Monday to Friday inclusive in every week.
22. The Contractor shall not, except as authorized or required by the services which he/she performs hereunder, use for his/her own benefit or gain or reveal to any person(s), firm or company or other organization whatsoever, any confidential information belonging to or relating to the affairs or dealings of the Company or any of its Clients (including but not limited to any trade secrets, formulations, business developments, marketing places and analyses, financing plans, general finances, pricing structures, operational manuals and forms, sales techniques, methods of operation, dealings, statistical and general information, transactions or affairs of the Company or any of its clients) which may come to the Contractor's knowledge during the provision of services hereunder. This restriction will continue to apply after the termination of the Contract without limitation in time, but shall cease to apply to any information or knowledge, which may subsequently come into the public domain, other than by way of unauthorized disclosure.
23. This Contract replaces all previous contracts, conditions and arrangements whether oral or in writing relating to the provision of services by the Contractor to the Company and/or its Clients any variations or additions to this Contract must be in writing and be signed by both parties. No oral representation by a representative of the Company or any client will result in any liability to the Company unless confirmed in writing and signed on behalf of the Company.

I accept the above Conditions of Service (incl. clause 10)

I accept the above Conditions of Service (excl. clause 10)

Signed Contractor

Signed Contractor

Signed Change

Signed Change

Date

Date