



Change Recruitment

Change Temporary

Whether you are a dealership, a motor manufacturer or a supply company to the trade you will have utilised the services of a temporary agency. If a person is on holiday, long-term sick or maternity / paternity leave temporary agencies are a must to ensure that the responsibilities of the employee are fulfilled in their absence. This service is utilised in many departments; secretarial services, receptionists, accountants, telephone operators even car cleaners are regularly supplied to the market by these companies specialising in temporary resource.

But what do you do about sales, management or technical positions? How many potential sales are lost when a sales person is absent? How much profit is lost when a business manager, sales manager, warranty or finance representative are away from their position for a short period of time? How many vehicles are turned away when you are a technician short, and how much longer do customers have to wait when you have a service advisor absent?

Change have developed a unique temporary 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

This service offers temporary resource for a minimum of 1-week and maximum of 13-weeks. It ensures that the responsibility taken by these key positions is not lost during holidays, long-term sick leave or maternity leave. It covers your business when you are unable to find permanent replacements due to the nature of the absence but gives the flexibility of short 1-week periods of coverage to ensure no losses in your business.



Fee Structure

- All fees are based upon hourly rates
- These rates are dependant upon level and authority
- All hourly rates will be discussed

Payment Terms

- Minimum one week assignments
- Invoice based upon weekly time sheets
- 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 Temporary 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 temporary worker (the Temporary) 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 Temporary introduced by the Company.
3. The Client agrees to pay the hourly charge of the Company advised at the time of the booking. The Client agrees to verify and sign the Company time sheets each week. Signature of such time sheets by the Client constitutes acceptance that the Temporary has worked satisfactorily for the hours indicated on the time sheet. Failure to sign the time sheet does not alter the Client's liability to pay for hours worked. 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 an hourly basis. The minimum charge of the Company for a working week of the Temporary is forty hours.
4. Charges which largely represent remuneration paid are invoiced weekly 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 Temporary as required by law.
7. The engagement or use by a Client of a Temporary or former Temporary introduced by the Company whether for a definite or indefinite period, or the introduction of such Temporary to other employers, with a resulting engagement, (or, where applicable, if the Temporary 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 temporary assignment, or within twelve months of the introduction of the Temporary, 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 forty times the hourly charge at which the Temporary was last supplied to the Client by the Company times fifty two weeks. 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 Temporary for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary provided or the failure of the Temporary to arrive at the designated workplace at the required time or at all.
9. The Client undertakes to supervise the Temporary(s) assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards or workmanship. If the services of the Temporary prove to be unsatisfactory, the Client may terminate the assignment either by telling the Temporary to leave the assignment immediately, or by asking the Company to remove the Temporary. The Company may in such circumstances reduce or cancel the charge for the time worked by that Temporary, provided that assignment ends:
 - a. Within four hours of the Temporary commencing duties where the booking is for more than seven hours and also provided
 - b. That verbal notification of the unsuitability of the Temporary is confirmed in writing to the Company within 48 hours.
10. Temporary's engaged by the Company are deemed to be under the direction and control of the Client from the time the Temporary 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 willful, negligent or otherwise as though the Temporary 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 Temporary 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 Temporary Terms and Conditions (Candidate)

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 temporary introduced by the Company (the Temporary) 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 Temporary 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 Temporary. The Temporary is engaged as a self-employed worker although the Company is required to make statutory deductions from the Temporary's remuneration.
3. Either the Company or the Temporary 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 Temporary 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 Temporaries as it may elect where that Assignment is suitable for several temporaries.
5. The Company shall pay the Temporary at a minimum hourly rate of to be notified to the Temporary on a per Assignment basis for each hour of service to be paid weekly 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 Temporary 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 or week 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. At the end of each week of an Assignment (or at the end of the Assignment where it is for a part of one week or less or is completed before the end of a week) the Temporary shall deliver to the Company their time sheet duly completed to indicate the number of hours worked by them during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a correctly completed time sheet by 9.00 am on a Monday morning may delay payment.
8. If the Client makes an offer of permanent employment to the Temporary, it is his/her duty to immediately notify the Company.
9. While engaged on an Assignment, the Temporary 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.
10. For the purpose of calculating the average number of weekly hours worked by the Temporary 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 Temporary commences the first Assignment through the Company, whichever is the later.
11. When the needs of the Assignment require, the Temporary agrees to work in excess of an average 48 hour working week, that average to be calculated over a 17 week period.
12. Under the Working Time Regulations the Temporary 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 Temporary at any one time.
 - d. The amount of the payment to which the Temporary is entitled in respect of such leave is calculated in accordance with an in proportion to the number of weeks worked (and the average daily rate of pay with reference to the basic hourly 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 Temporary has acquired sufficient entitlement, unless the Temporary is assigned to work for the Company on that day.
 - g. The Temporary agrees that they will not work during a period of paid leave.
 - h. A Temporary's entitlement to leave may not be replaced by payment in lieu except where the Temporary leaves the Company.
 - i. When a Temporary leaves the Company and requests a P45 to be raised, any full days of holiday entitlement, which have accrued to that Temporary, will be paid to the Temporary in line with the calculation in (b) to (d) above.



- j. The Company reserves the right to reclaim previously paid holiday pay and the Temporary agrees that the said payments shall be deducted from wages otherwise due in the following circumstances:
13. In the event that the Temporary was actually assigned for the Company on the day for which holiday was paid.
 14. In the event that the Company has miscalculated the amount to be paid or miscalculated the Temporary's holiday entitlement.
 15. In the event that the Temporary leaves having received more paid holiday than was due ie the holiday proportionate to the amount of time worked at termination.
 - a. Only those Temporaries who are subject to normal PAYE/NI deductions are included within this holiday entitlement. Temporaries/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 Temporary's status as a self-employed worker.
 16. There is no obligation on the Company to request or on the Temporary to provide services for any particular number of hours in any day or week. In the event of the Temporary 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.
 17. The Company and the Temporary agree that the nature of temporary services is such that there may be periods between Assignments when no services are required.
 18. The length of any Assignment can never be guaranteed and the Company may instruct the Temporary to end an Assignment with a Client at any time and in such circumstances, the Company shall not be liable to the Temporary for any damages or other compensation of any kind save for such remuneration accrued prior to the date of such termination.
 19. 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.
 20. The Temporary 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 Temporaries to the Client. Such periods of absence through sickness must be covered by a "self-certificate" which must be completed and returned to the Company 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.
 21. Temporaries 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.
 22. The qualifying days for Statutory Sick Pay shall be Monday to Friday inclusive in every week.
 23. The Temporary 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 Temporary'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.
 24. This Contract replaces all previous contracts, conditions and arrangements whether oral or in writing relating to the provision of services by the Temporary 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 11)

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Signed

Temporary

Signed

Temporary

Signed

Change

Signed

Change

Date

Date