

These definitions and interpretations are applicable to both the supply of Permanent and Temporary Workers in accordance with our Terms of Business for Northern Ireland

Definitions:

“Agency Worker” means the individual who is Introduced by the Employment Business to provide services to the Hirer.

“Assignment” means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer.

“Assignment Details Form” means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment.

“AWR” means the Agency Workers Regulations 2010 and/or the Agency Workers (Northern Ireland) Regulations 2011.

“AWR Claim” means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the AWR.

“Calendar Week” means any period of seven days starting with the same day as the first day of the First Assignment.

“Cancellation Fee” means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer.

“Candidate” means the person introduced by the Agency to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency’s own staff.

“Charges” means the Employment Business’s charges calculated in accordance the terms and conditions and as may be varied from time to time in accordance with those Terms.

“Commencement Date” means the date in which these terms are valid to start. This being the date that these terms are signed by the Client.

“Conduct Regulations” means the conduct of Employment Agencies and Employment Business Regulations 2003.

“Confidential Information” means any and all confidential commercial, financial marketing, technical or other information or data of whatever nature relating to the Client or Staffline or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the placement in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Candidate or any third party in relation to the Assignment by the Client or Staffline or by a third party on behalf of the Client whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information.

“Clients Group” means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006.

“Control” means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and “Controls” and “Controlled” shall be construed accordingly.

“Data Protection Laws” means the Data Protection Act 2018. The General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data.

“Employment Business” means Staffline Recruitment (NI) Ltd and/or its Successors and Assigns. Registered office, 19-20 The Triangle, Nottingham, NH2 1AE.

“Engagement” means the engagement of employment by the Client of the Candidate brought forward by the Employment Business or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for serviced; under an agency, licence, franchise or partnership agreement; or any other Engagement; or through a limited company of which the Agency Worker is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly.

“Exclusivity Term” means the period commencing on the Commencement Date and during which the Employment Business exclusively supplies the Agency Worker’s services to the Hirer.

“First Assignment” means:

- a) The relevant Assignment; or
- b) if, prior to the relevant Assignment:
 - i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and
 - ii. the relevant Qualifying Period commenced in any such assignment, that assignment (as assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer).

“Hirer” means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced.

“Hirer’s Group” means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006.

“Intellectual Property Rights” patents rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all

similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Introduction” means:

- a) the passing to the Client of a curriculum vitae or information which identifies the Candidate or;
- b) the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and “Introduces” and “Introduced” shall be construed accordingly.

“Introduction Fee” means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement.

“Losses” means all losses, liabilities, damages, costs expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands.

“Period of Extended Hire” means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee.

“Qualifying Period” means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role.

“Relevant Period” means whichever ends the later of:

- a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or
- b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment.

“Relevant Terms and Conditions” means for the purposes of the Agency Workers Regulations terms and conditions relating to:

- a) pay;
- b) the duration of working time;
- c) night work;
- d) rest periods;
- e) rest breaks; and
- f) annual leave

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation.

“Remuneration” includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party. Where the Client provides a company car, a notional amount will be added to the salary in order to calculate the Employment Business’s / Agency’s fee.

“Safeguarding Legislation” means the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 or the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007

“Terms” means these terms of business together with any applicable Assignment Details Form.

“Transfer Fee” means the fee payable in accordance with the terms and Regulation 10 of the Conduct Regulations.

“Vulnerable Person” means any person who by reason of age, infirmity, illness, disability or any other circumstances is in need of care or attention, and includes any person under the age of eighteen.

“WTR” means the Working Time Regulations 1998 and/or the Working Time Regulations (Northern Ireland) 1998.

Interpretations:

1. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
2. The headings contained in our Terms are for convenience only and do not affect their interpretation.
3. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of our Terms) and all subordinate legislation made (before or after our Terms) and all subordinate legislation made (before or after our Terms) and all subordinate legislation made (before or after our Terms) under it from time to time.
4. A reference to “writing” or “written” includes e-mail.
5. Any phrase introduced by the terms “including”, “include”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
6. If there is any conflict, ambiguity or inconsistency between the parts of the Agreement, then the following order of precedence shall apply:
 - a. the Clauses of the Agreement
 - b. the schedules