



TERMS OF BUSINESS

1. Introduction

These Terms of Business ("Terms") govern the supply of temporary workers, contract workers and permanent recruitment services by **Icon People Recruitment Ltd** ("the Agency") to its clients ("the Client").

These Terms form the contractual agreement between Icon People Recruitment Ltd and the Client.

2. Company Details

Company Name: Icon People Recruitment Ltd

Registered in England & Wales

Business Type:

Recruitment and Workforce Solutions

Services include:

- Temporary Staffing
- Permanent Recruitment
- Contract Recruitment
- Industrial Recruitment
- Warehouse Operatives
- Pickers & Packers
- Forklift Drivers
- Reach Truck Drivers

- VNA Drivers
 - HLOP Operators
 - Van Drivers
 - Industrial Cleaning Staff
 - Supervisors
 - Logistics Personnel
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3. Definitions

Agency means Icon People Recruitment Ltd.

Client means any organisation requesting recruitment services.

Candidate means any person introduced by the Agency.

Temporary Worker means a worker supplied on temporary assignment.

Assignment means the period during which a worker performs services.

Introduction means providing details of a candidate to the Client.

Engagement means employment or use of the candidate in any capacity.

4. Scope of Services

The Agency agrees to:

Source suitable candidates.

Carry out recruitment activities.

Verify Right to Work documentation.

Conduct identity verification.

Complete eligibility checks.

Carry out reference checks where requested.

Arrange interviews.

Supply temporary workers.

Supply permanent employees.

Provide payroll administration for temporary workers where applicable.

Provide ongoing workforce management support.

5. Client Responsibilities

The Client agrees to:

Provide accurate job descriptions.

Provide working hours.

Provide workplace risk assessments.

Inform the Agency of health and safety requirements.

Provide induction training where necessary.

Notify the Agency immediately of any incidents.

Ensure workers are supervised appropriately.

Maintain safe working conditions.

Comply with all UK employment legislation.

Provide feedback regarding worker performance.

6. Recruitment Process

The Agency shall:

Receive vacancy details.

Source suitable candidates.

Interview candidates.

Conduct compliance checks.

Verify documentation.

Present shortlisted candidates.

Arrange interviews.

Confirm placement.

Provide assignment confirmation.

Maintain communication throughout the assignment.

7. Temporary Worker Supply

Workers remain employed or engaged by the Agency unless otherwise agreed.

The Client:

Supervises daily activities.

Provides equipment.

Ensures safe working conditions.

Reports attendance.

Approves timesheets.

Notifies the Agency immediately regarding:

- Absence
 - Misconduct
 - Accidents
 - Health & Safety concerns
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8. Permanent Recruitment

Where a candidate accepts permanent employment with the Client:

The Agency shall issue an invoice according to the agreed fee schedule.

Placement fees become payable following commencement of employment.

9. Right to Work & Compliance

The Agency undertakes reasonable checks including:

Right to Work verification.

Identity verification.

Document authenticity checks.

Eligibility confirmation.

Compliance with UK Immigration legislation.

Compliance with Agency Workers Regulations.

Compliance with National Minimum Wage legislation.

Compliance with the Equality Act 2010.

Compliance with the Modern Slavery Act 2015.

10. Health & Safety

The Client shall:

Provide a safe workplace.

Provide necessary PPE.

Carry out risk assessments.

Provide emergency procedures.

Provide induction training.

Inform the Agency of any accidents.

The Agency may remove workers where health and safety standards are considered unacceptable.

11. Working Time

The Client agrees to comply with:

Working Time Regulations

Rest breaks

Maximum working hours

Night worker regulations

12. Agency Worker Regulations (AWR)

The Client agrees to provide the Agency with sufficient information to ensure compliance with the Agency Workers Regulations 2010, including:

Comparable employee terms and conditions.

Basic working and employment conditions.

Pay information.

Holiday entitlement.

Working hours.

Rest periods.

13. Equality, Diversity & Inclusion

The Client agrees:

Not to discriminate.

To provide equal opportunities.

To treat Agency Workers fairly.

To comply with the Equality Act 2010.

14. Anti-Bribery & Ethical Conduct

Both parties agree:

To comply with the Bribery Act 2010.

Not to offer improper payments.

Maintain ethical recruitment practices.

Operate transparently.

15. Modern Slavery

Icon People Recruitment Ltd operates a zero-tolerance approach towards:

Modern Slavery

Forced Labour

Human Trafficking

Debt Bondage

Child Labour

The Client agrees to uphold equivalent standards.

16. Confidentiality

Both parties agree to keep confidential:

Business information

Candidate information

Commercial information

Rates

Contracts

Personal Data

Except where disclosure is required by law.

17. Data Protection

Both parties agree to comply with:

UK GDPR

Data Protection Act 2018

Candidate information shall only be used for recruitment purposes.

18. Timesheets

The Client shall:

Approve worker timesheets.

Notify discrepancies promptly.

Return authorised timesheets by agreed deadlines.

Failure to sign a timesheet shall not prevent payment where satisfactory evidence of hours worked exists.

19. Fees

Recruitment fees shall be agreed separately in writing.

Temporary worker charges may include:

Hourly pay

Employer National Insurance

Holiday Pay

Statutory costs

Pension contributions (where applicable)

Agency margin

VAT where applicable

Permanent placement fees shall be invoiced upon commencement unless otherwise agreed.

20. Payment Terms

Invoices are payable within the agreed payment period (for example, 14 or 30 days from the invoice date).

Late payment may result in:

Interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Recovery costs.

Suspension of services.

21. Transfer Fees

Where a temporary worker is engaged directly by the Client or through another business during the agreed transfer period, a transfer fee may apply, unless an agreed extended hire period has been completed in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

22. Liability

The Agency:

Makes reasonable efforts to assess candidate suitability.

Cannot guarantee future performance.

Shall not be liable for indirect or consequential losses.

Liability shall be limited to the value of the fees paid for the relevant assignment unless otherwise required by law.

23. Insurance

The Agency maintains appropriate business insurance, which may include:

- Employers' Liability Insurance
- Public Liability Insurance
- Professional Indemnity Insurance (where applicable)

The Client is responsible for maintaining insurance appropriate to its own operations and workplace risks.

24. Complaints & Disputes

Complaints should be submitted promptly in writing.

The Agency will:

Investigate the matter.

Respond within a reasonable timeframe.

Implement corrective actions where appropriate.

If a dispute cannot be resolved informally, the parties will seek mediation before commencing legal proceedings where appropriate.

25. Termination

Either party may terminate these Terms by providing written notice in accordance with any agreed contractual notice period.

Immediate termination may occur where there is:

- Material breach of contract
- Fraud
- Serious misconduct
- Illegal activity
- Serious health and safety concerns
- Modern slavery or labour exploitation concerns

Termination does not affect accrued rights or outstanding payment obligations.

26. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond its reasonable control, including natural disasters, pandemics, industrial action, government restrictions, or failures of utilities or communication networks.

27. Governing Law

These Terms shall be governed by the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

28. Entire Agreement

These Terms, together with any agreed schedules or assignment confirmations, constitute the entire agreement between the Agency and the Client and supersede any previous discussions or arrangements relating to the services.
