



The Hired Secretary Terms of Service

For both Temporary and Permanent Staff

The Hired Secretary

Definitions 1.0

1.1 In these Terms of Business the following definitions apply:

“**Agency**” means The Hired Secretary Ltd Suite 1, 2a Lenham Road, CR7 8QS

“**Applicant**” means the person introduced by the Agency to the Client for an Engagement including any employee of the Applicant if the Applicant is a limited company and members of the Agency's own staff;

“**Client**” means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

“**Engagement**” means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee.

Definition Continued

“Introduction” means (i) the Client's interview of an Applicant in person or by telephone, skype etc, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a Curriculum Vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

“Rewards or pay” includes base salary or fees, inducement payment, payments and taxable or otherwise e.g. non-taxable where it is applicable, emoluments, guaranteed and/or anticipated bonus and commission earnings, allowances, payment that are payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

1.2 If not stated any references in the singular refer also to the plural

1.3 Headings for reference only and does not alter or effect the interpretation.

Contract 2.0:

- 2.1 The Terms of this contract are between the Agency and the Client and thus it is understood, to be accepted by the Client that any Engagement of an applicant or Introduction to, or the passing of any information about any Applicant to any third party following an Introduction.
- 2.2 These terms contain the entire agreement between both parties and cannot be changed unless otherwise agreed in writing by a Director of The Hired Secretary Ltd, all the Terms of Business will predominate over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless agreed between the Agency and the Client in writing and both are given a copy of the varied Conditions and it has been signed in the presence.

Fees and Notifications 3.0:

3.1 The Client agrees:

- a) To notify The Hired Secretary Ltd immediately if any offer of Engagement is made to the Applicant;
- b) To notify The Hired Secretary Ltd immediately if any offer of Engagement made to the Applicant has been accepted and to provide details of the Rewards or Pay to The Hired Secretary; and
- c) To pay The Hired Secretary's on receipt of invoice unless otherwise agreed in writing.

3.2 No fee will be incurred by the Client until the Applicant commences the Engagement. Then The Hired Secretary Ltd will invoice the Client weekly if the role is temporary. If the role is permanent 10% of the said fees will need to be paid for the commencement of a search on the clients behalf unless otherwise agreed in writing by any Director of The Hired Secretary Ltd. This fees will be a security deposit and will be refunded minus incurred cost if no Applicant is found.

Fees and Notifications 3.0 Continued:

3.3 The Hired Secretary Ltd reserves the right to charge interest on any invoice that has been sent and has passed its due date. - 14 days at the rate of 4% per day above the base rate.

3.4 The fee payable to The Hired Secretary by the Client for any Introduction that results in an Engagement would be according to the fees set in the quote by email or post and accepted by the Client in writing or verbally.

3.5 Should the client make default any payment, file for bankruptcy, execute an assignment for the benefit of its creditors, enter voluntary or compulsory liquidation, or suffer a receiver or administrator to be appointed over all or any part of its assets, The Hired Secretary may cancel any uncompleted/undelivered part of the contract and stop any services/goods in progress without incurring liability in respect of such cancellation or stoppage, without prejudice to The Hired Secretary's Ltd other rights or remedies including its right to claim against the client in respect of any loss or damage sustained by reason of the non-completion of the contract.

Fees and Notifications 3.0 Continued:

3.6 Engagements for less than 6 months will not be entitled to The Hired Secretary Ltd discounts. Clause 3.4 will apply pro-rata.

3.7 Engagements of over 6 months will be entitled to up to 10% discounts on The Hired Secretary Ltd hourly rates.

3.8 Permanent engagements are charged at a standard rate of 25% for Annual Salaries of £30,000 and over a year and at a rate of 20% for salaries under £30,000 a year unless otherwise agreed in writing.

Refunds 4.0:

4.1 To qualify for the following refund, the Client must pay The Hired Secretary's fee within 7 days of Engagement.

4.2 If the Engagement terminates before the expiry on the agreed Engagement or within the guarantee period of 12 weeks for a permanent engagement then the following refunds will apply:

Weeks	Temps %	£30.000 and below Perm Staff	£30.000 and above Perm Staff
0- 4 weeks	11.5%	15%	20%
5-9 Weeks	7.5%	10%	15%
10-12	2.5%	5%	10%
13 weeks and above	No Fee payable	No Fee Payable	No Fee Payable

Refund 4.0 Continued:

4.3 In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

Introductions 5.0:

5.1 Introductions of Applicants are strictly confidential. Any disclosure by the Client to a third party of any information or details regarding an Applicant introduced by the Agency which results in any sort of Engagement with that third party within 9 months of that Introduction renders the Client liable to payment of The Hired Secretary Ltd fee as set out in clause 3.4 with no entitlement to any refund.

5.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction that was made via The Hired Secretary Ltd whether it was direct or indirect, within 6 months from the date of The Hired Secretary's Ltd Introduction to the said Client.

5.3 Where the amount of the actual Rewards or Pay is not known The Hired Secretary have the right to charge a fee calculated in line with clause 3.4 on the minimum level of Rewards or Pay applicable for the position in which the Applicant has been engaged with regard to any information that we have via Client, Applicant or reliable third party evidence.

References and Suitability 6.0

6.1 The Agency endeavours to ensure the suitability of all its Applicant that have or will be introduced to the Client by obtaining confirmation of the Applicant's identity; or any information which may be required by or under law or by any professional body; The Hired Secretary do its best to ensure that all Applicants have the relevant experience, training, or qualifications and any authorisation which the Client considers necessary; and that the Applicant is willing or happy to work in the position which the Client seeks to fill.

6.2 At the same time as suggesting an Applicant to the Client The Hired Secretary shall inform the Client of such matters in clause 6.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous ten business days and such information has already been given to the Client.

References and Suitability 6.0 Continued:

6.3 The Hired Secretary Ltd endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

6.4 The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental or damaging to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

6.5 Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

References and Suitability 6.0 Continued:

6.6 To enable the Agency to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of Reward or Pay, expenses and any other benefits that would be offered; the intervals of payment of Reward or Payments and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

Liability 7.0:

7.1 The Hired Secretary Ltd shall not be liable under any circumstances for any expense, damage, loss, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with The Hired Secretary's searching for an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of The Hired Secretary to introduce any Applicant. For the avoidance of doubt, The Hired Secretary does not exclude liability for death or personal injury arising from its own negligence.

Law 8.0

8.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

By signing this contract to state that you agree with and will abide by our terms of contract and are authorised to sign in behalf of the said company.

Name of Company: _____ Date of work commencement: _____ until: _____ or tick if for a permanent role:
Hours required: _____ Agreed payment per hour: _____ or agreed fee _____ Upfront amount agreed: _____
To be paid on date: _____
Office Address _____

Name of signee: _____ Position: _____

Signature: _____ Date: _____



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