

## Terms and Conditions for the CLIENT

### 1. Definitions

- 1.1 Mandate - the basis upon which the interim manager is engaged
- 1.2 Status Determination Statement (SDS) – the documentation supplied by the Client to indicate if the Mandate is deemed to be ‘off payroll working rules (IR35) apply’ or ‘off payroll working rules (IR35) do not apply’
- 1.3 Inside IR35 - Off payroll working rules (IR35) apply
- 1.4 Outside IR35 - Off payroll working rules (IR35) do not apply
- 1.5 Working Practice Statement (WPS) – the written confirmation which states the limits of the mandate
- 1.6 Engagement Letter – the written confirmation of the Mandate details once confirmed between the Client and the Company
- 1.7 Candidate – either an Interim Manager(s) Independent Consultant(s) Independent Worker(s) or Permanent Candidate(s) put forward to the Client, and therefore introduced by Williams Bain or one of its candidates
- 1.8 Client – the company, its parent, subsidiary or associate who has requested the services of Williams Bain Ltd
- 1.9 Commencement Date – the date upon which the Interim Manager commences providing services to the Client
- 1.10 Company – Williams Bain Ltd
- 1.11 Contract – the contract between the Client and the Company where the supply of services has been agreed
- 1.12 Fee-Payer – the party responsible for the deduction and payment of the correct tax and national insurance as deemed by the Status Determination Statement
- 1.13 Fee – the amount payable to the Company by the Client for the services provided by the Company
- 1.14 Introduction – the introduction of the Interim Manager to the Client via the Company, either by email or other means

### 2. Fees

The Client will be invoiced for the services of the Company on a weekly basis. Invoices will be paid in line with the agreed payment terms. Invoices late for payment will be subject to a ‘Statutory Interest’ charge calculated in line with the UK Government recommendation of 8% plus the Bank of England’s base rate.

### 3. Payment of Candidates

The Company is responsible for paying the Candidate when engaged on an Interim basis. The Client is responsible for paying the Candidate when engaged on a contract or employed permanently.

**4. Status Determination Statement**

Any Large or Medium sized Client (As deemed by UK Government) is required to provide the Company with a SDS prior to the commencement of the Mandate. Should the SDS not be in place the Company will support the Client in determining the status of the Mandate however it is understood that under UK Law the SDS is the responsibility of the Client

**5. Working Practice Statement**

The Working Practice Statement will be provided by the Company and based on the SDS, it must be adhered to by the Client and Candidate. The WPS sets out the parameters of the Mandate and indicates the working practice that are deemed acceptable by the UK Government in relation to the IR35 legislation.

**6. HMRC Investigation in relation to IR35**

The Company will not be held responsible for the cost of any HMRC investigation and penalties levied as a result of Client non-compliance of the WPS. It is understood that the Company's Insurance will cover a HMRC investigation and subsequent penalties if the WPS has been adhered to. It is further agreed that the Client will reimburse the Company for all associated costs of a HMRC investigation if the Client has not adhered to the WPS

**7. Payment of Statutory Bodies**

If the SDS states that the mandate is Inside IR35 the Company will act as the Fee-Payer and is therefore responsible for the deduction and payment of tax and national insurance

**8. Expenses**

The Candidate will be based from their registered office address unless stated otherwise on the Engagement Letter. Any expenses incurred by the Candidate through the normal duties of their mandate will be reimbursed directly by the Client. The Client is therefore responsible for ensuring the Candidate understands the Client's travel and expense policy.

In the unlikely event that the Company is required to manage the expenses process and reimburse the Candidate, the Company will re-charge the Client for the expenses value plus a 10% + VAT administration charge.

**9. Termination of Mandate**

Without prejudice, the Company or the Client may terminate the Mandate at any time in writing. However, the reasons for the termination must be specified clearly.

If for whatever reason the Interim Manager can no longer continue to deliver the Mandate, the Company will provide a suitable replacement.

**10. Interim to Permanent conversion**

On the rare occasion that the Interim Manager who has been supplied by the Company is hired Permanently or by Fixed Term Contract by the Client, the fee will be calculated at 250 billable days.

**11. Restriction to re-engage or re-employ**

The Client or any employee of the Client shall not re-engage or re-employ any Candidate who has been previously introduced by Williams Bain for a period of 12 months. Any Candidate re-engaged or re-employed by the Client during this 12 month period will be charged an introduction fee calculated at 30% of the Candidates annual salary or 250 billable days, whichever is applicable.

**12. Authorisation of candidates work**

It is solely the Clients responsibility to verify the Candidates billable days on the Friday of every week. Should the Client fail to verify the billable days it is deemed that the Candidate's and Company's subsequent invoice is correct.

**13. Liability**

It is the Clients responsibility to ensure that the Candidate is capable and qualified to carry out the services for which they have been hired for. It is accepted that the Candidate will be adequately covered by the client's public liability and professional indemnity insurance.

**14. The Law**

These terms and conditions are governed by English Law.

**15. Signatures**

Please sign and return via our electronic signature application

Signed on behalf of the Client		Signed on behalf of the Company	
Organisation:		Organisation:	Williams Bain Ltd
Name:		Name:	
Position:		Position:	
Signed:		Signed:	
Date:		Date:	