

Client Terms of Business

GIE Capital Ltd trading as TradeHands

IMPORTANT NOTICE: These Terms of Business ('Terms') are a legally binding agreement between GIE Capital Ltd trading as TradeHands ('the Agency') and the client named below ('the Client'). By requesting or accepting workers supplied by the Agency, the Client agrees to be bound by these Terms. These Terms supersede any terms proposed by the Client unless agreed otherwise in writing by a director of the Agency.

Client Details

Client Company Name	
Registered Address	
Main Contact Name	
Phone / WhatsApp	
Email Address	

1. Definitions

- 1.1** 'Agency Worker' means any individual supplied by the Agency to perform work at the Client's premises or sites.
- 1.2** 'Assignment' means the period during which an Agency Worker is supplied to work for the Client.
- 1.3** 'Charge Rate' means the hourly rate charged by the Agency to the Client for each Agency Worker, as agreed in writing.
- 1.4** 'Timesheet' means the document (paper or digital) recording hours worked by an Agency Worker, signed by an authorised representative of the Client.
- 1.5** 'Payroll Partner' means the umbrella company or payroll provider engaged by the Agency to employ and pay Agency Workers.

2. Supply of Agency Workers

- 2.1** The Agency will use reasonable endeavours to supply suitable Agency Workers to the Client. The Agency does not guarantee availability of workers at any specific time.
- 2.2** The Agency reserves the right to substitute an Agency Worker with another suitably qualified worker at any time, giving the Client as much notice as reasonably practicable.
- 2.3** The Client must provide the Agency with accurate information regarding the role, site location, start time, expected duration, and any specific requirements (including CSCS card level, PPE, or other certifications) before each Assignment begins.
- 2.4** The Agency shall, before any Agency Worker's first Assignment, verify their right to work in the United Kingdom and check that their CSCS card (or equivalent) is valid and appropriate for the role.

3. Charges

- 3.1** The Client agrees to pay the Agency the Charge Rate for each hour worked by each Agency Worker. Charge Rates are agreed in writing (by email, WhatsApp, or signed schedule) prior to each Assignment or series of Assignments.
- 3.2** Hours worked are calculated from the Agency Worker's start time to finish time, less any agreed unpaid breaks. Hours are based on the signed Timesheet.
- 3.3** The Agency reserves the right to vary Charge Rates with not less than 7 days' written notice to the Client.

3.4 Charge Rates include the Agency Worker's pay, all employer's National Insurance contributions, holiday pay, and the Agency's margin. They do not include VAT, which will be added at the prevailing rate where applicable.

4. Invoicing and Payment

4.1 The Agency will invoice the Client weekly, in arrears, for all hours worked in the preceding week.

4.2 Payment is due within 14 days of the invoice date ('Net 14'). The Agency reserves the right to require payment in advance from new clients or clients with a poor payment history.

4.3 If any invoice remains unpaid after its due date, the Agency reserves the right to (a) charge interest at 8% per annum above the Bank of England base rate from the due date until payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and (b) suspend the supply of Agency Workers until all outstanding invoices are paid in full.

4.4 The Client shall not be entitled to set off, withhold, or deduct any amount from sums due to the Agency.

4.5 All disputes regarding invoices must be raised in writing within 5 business days of receipt. Failure to dispute within this period constitutes acceptance of the invoice.

5. Timesheets

5.1 Agency Workers will present a Timesheet to the Client's site manager at the end of each working day or week (as agreed). The Client's authorised representative must sign the Timesheet to confirm the hours worked.

5.2 A signed Timesheet constitutes the Client's agreement to the hours worked and forms the basis for invoicing.

5.3 If the Client fails to sign a Timesheet within 3 business days of it being presented, the Agency shall be entitled to invoice for the hours recorded on the Timesheet, which shall be deemed accepted.

5.4 The Client shall not unreasonably refuse to sign a Timesheet. Where a dispute arises, the Client must notify the Agency in writing within 24 hours of the Timesheet being presented, setting out the nature of the dispute.

6. Health and Safety

6.1 The Client is responsible for the health and safety of Agency Workers whilst they are working at the Client's premises or sites. The Client must comply with all applicable health and safety legislation.

6.2 The Client must provide Agency Workers with a suitable site induction before they commence work, and must inform them of all relevant site rules, hazards, and emergency procedures.

6.3 The Client must ensure Agency Workers are provided with all necessary site-specific PPE (beyond the standard PPE Agency Workers are expected to bring: hard hat, hi-vis vest, steel-toecap boots) or notify the Agency of specific PPE requirements in advance.

6.4 The Client must not instruct Agency Workers to carry out tasks for which they are not qualified, trained, or which fall outside the scope of the role agreed with the Agency.

6.5 The Client shall promptly notify the Agency of any accident, injury, or near-miss involving an Agency Worker.

7. Conduct and Supervision

7.1 The Client is responsible for the day-to-day supervision and direction of Agency Workers during their Assignment.

7.2 If the Client is dissatisfied with the conduct or performance of an Agency Worker, the Client must notify the Agency immediately. The Agency will use reasonable endeavours to provide a replacement.

7.3 The Client must not dismiss or send home an Agency Worker without first notifying the Agency. If the Client sends an Agency Worker home without notifying the Agency, a minimum of 4 hours' charge will apply for that day.

8. Employment Status

8.1 Agency Workers are not employed by the Agency or by the Client. They are engaged by the Agency's Payroll Partner as workers or employees of that Payroll Partner.

8.2 The Client must not treat Agency Workers as employees of the Client or offer them employment without following the process set out in Clause 9 below.

8.3 The Agency is an employment business for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

8.4 Workers may be engaged and paid via third-party payroll providers, including under the Construction Industry Scheme (CIS) or PAYE arrangements, depending on the worker's circumstances and the nature of the engagement.

8.5 The Agency is responsible for sourcing, vetting, and supplying Agency Workers. Responsibility for payroll processing, tax deductions, National Insurance contributions, and any other statutory payments rests with the relevant Payroll Partner.

9. Transfer Fee

9.1 If the Client directly engages (whether as an employee, contractor, or via another agency) any Agency Worker introduced by the Agency within 6 months of the end of that Agency Worker's last Assignment with the Client, a Transfer Fee is payable by the Client to the Agency.

9.2 The Transfer Fee is calculated as 15% of the Agency Worker's anticipated gross annual earnings in the new role, with a minimum Transfer Fee of £3,000 plus VAT.

9.3 The Transfer Fee is due within 14 days of the commencement of the direct engagement.

9.4 Alternatively, the Client may elect to continue to engage the Agency Worker through the Agency for an extended period (to be agreed in writing) in lieu of paying the Transfer Fee.

10. Cancellation

10.1 For Assignments of less than 5 days, the Client must give a minimum of 4 hours' notice of cancellation (measured from the worker's scheduled start time) or notify the Agency by 6pm on the working day preceding the Assignment, whichever is earlier.

10.2 For Assignments of 5 or more days, the Client must give a minimum of 24 hours' notice of cancellation.

10.3 Failure to give adequate notice of cancellation will result in a cancellation charge equivalent to 4 hours' charge at the agreed Charge Rate, per Agency Worker affected.

10.4 The Agency reserves the right to cancel an Assignment with immediate effect if the Client is in breach of these Terms, or if the Agency reasonably believes the Assignment poses a risk to the safety of Agency Workers.

11. Limitation of Liability

11.1 The Agency's total liability to the Client arising out of or in connection with these Terms (whether in contract, tort, or otherwise) shall not exceed the total Charge Rates paid by the Client to the Agency in the 3 months immediately preceding the event giving rise to the claim.

11.2 The Agency shall not be liable for any indirect, consequential, or special loss, loss of profit, loss of revenue, or loss of business suffered by the Client.

11.3 Nothing in these Terms shall limit or exclude either party's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot lawfully be limited or excluded.

11.4 The Agency is not liable for any failure by an Agency Worker to attend an Assignment (a 'no-show'). The Agency will use reasonable endeavours to provide a replacement as quickly as possible.

12. Data Protection

12.1 Both parties shall comply with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

12.2 The Agency will share the following Agency Worker information with the Client for each Assignment: name, role, CSCS card number, and contact telephone number. No additional personal data will be shared without the Agency Worker's consent.

12.3 The Client must process any personal data received from the Agency in accordance with UK GDPR and must not use such data for any purpose other than the management of the relevant Assignment.

13. Confidentiality

13.1 Both parties agree to keep confidential all information relating to the other party's business, workers, clients, or commercial arrangements that is not in the public domain.

13.2 This obligation of confidentiality survives the termination of these Terms.

14. Termination

14.1 Either party may terminate these Terms on 7 days' written notice, without prejudice to any outstanding obligations or Assignments.

14.2 The Agency may terminate these Terms with immediate effect if the Client: (a) fails to pay any invoice when due; (b) is in material breach of these Terms; (c) enters into insolvency proceedings; or (d) fails to provide a safe working environment for Agency Workers.

14.3 Termination does not affect either party's accrued rights or obligations at the date of termination.

15. General

15.1 These Terms, together with any agreed Schedule of Rates, constitute the entire agreement between the parties relating to the supply of Agency Workers and supersede all prior representations and agreements.

15.2 No variation to these Terms is valid unless agreed in writing by a director of the Agency.

15.3 These Terms are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

15.4 If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue in full force and effect.

Acceptance of Terms

By signing below, the Client confirms that it has read, understood, and agrees to be bound by these Terms of Business.

Signed (Agency):	Signed (Client):
Name:	Name:
Title: Director, GIE Capital Ltd t/a TradeHands	Title:
Date:	Date:
Company: GIE Capital Ltd t/a TradeHands	Company:

LEGAL NOTICE: This document is a template. It has been prepared to provide a starting point for GIE Capital Ltd t/a TradeHands and should be reviewed by a solicitor experienced in employment business law before use. The Agency makes no warranty as to its legal sufficiency for any specific situation.