



CLIENT SERVICES AGREEMENT ('CSA') – Comb

We are Gold Group Limited (company registration number 03901909) which has its registered office at East Grinstead House, Wood Street, West Sussex, RH19 1UZ including, for the purposes of these Terms, our branch offices and our subsidiary companies (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) (throughout 'we', 'us', 'our' and 'ours').

You are the recipient of this agreement and as such you and a Connected Person are our client for the purpose of these Terms (throughout 'you', 'your' and 'yours').

This Client Services Agreement ('CSA') comprises the framework terms and conditions upon which we conduct business ('these Terms') and consists of CSA - Part 1, which sets out our summary commercial terms and rates, and CSA - Part 2 which contains our detailed main terms. The CSA – Part 2 can be viewed on, and downloaded from, [our website](#). A copy of the CSA - Part 2 is also available upon request.

Once you have received this CSA, any act by you of accepting or requesting services from us or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms which then apply.

Definitions are denoted by upper case first letter and are contained in various parts and/or the definitions section of these Terms.

You may view our Privacy Notice at [Gold Group](#)

CSA Terms

1. Our principal service is to locate, introduce and/or engage with suitable candidates for you to employ generally or take on a fixed or temporary basis to meet your requirements. Candidates may be individuals for temporary or permanent hire, temp agency workers or contractors depending on your needs. If you require any alternative services, we will be happy to discuss with you but please note these may be subject to different terms.
2. We may appoint one or more account managers to act as our point of contact to liaise with you. Please refer any question concerning a Requirement or Candidate to an account manager.
3. Except where there are Expenses or we have agreed a specific chargeable item, for example, an advertising campaign or a different or specific service, we only charge fees where we supply or Introduce Candidates that you use in some way. Please note we are entitled to our Fee for an Introduction regardless of the role, tasks, or purpose for which you use a Candidate.
4. The default Fee Period is 12 months.
5. We rely on the information you give to us so that we can provide the best outcome for you. Accordingly, it is important that you give us all the information necessary for every placement and we will advise you on what we need from time to time. To avoid any misunderstanding, it is also important that you keep us promptly informed of your intentions in relation to Candidates we Introduce. For example, if you are already considering a person we Introduce as a Candidate for engagement at the time of the Introduction you should let us know immediately and in any event within 3 working days of the Introduction.
6. Candidates we supply on a temporary basis are engaged by us either via an umbrella service or on a contract for services unless we inform you otherwise. As the Candidate's relationship is with us and you are not intended to be the Candidate's employer, save for providing the Candidate with required information related to the work being done, you should refer any questions and relationship matters to us, not to the Candidate.
7. Our Fees depend on the type of service provided and are calculated using the Fee Scales. Except for Temp Supply or where otherwise agreed, the Fees are calculated as a percentage of total Remuneration.
8. The Invoicing Interval for a margin only Temp Placement is weekly, for a Temp Supply is weekly. You must validate work done where there is a Temp Supply at the end of each week (Validation Period).
9. You are ultimately responsible for ascertaining suitability and checking the Candidate's work and performance, and so, whilst we accept liability for our own negligence and where required by law, we do not accept liability for the work done by a Candidate in any circumstances. Our liability excludes indirect loss, is subject to a cap of £1m, unless otherwise required by law, in the case of a Temp Supply is limited to one month's Fee under the Assignment, and in the case of a Temp Placement is limited to our charge for one month.
10. Where you employ a Candidate and have kept us informed of your decision to employ, we agree not to solicit the Candidate to take up employment elsewhere for the period of 2 years except where any of the Non-Solicit Conditions

(a) you are in breach of these Terms

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apply. Contact of a general, automated, or inadvertent nature (for example, by reason of connection with or inclusion on social media or a mailing list) shall not amount to soliciting.

11. The Non-Solicit Conditions are:
 - (b) the employment has ended for any reason, the embargo ceasing upon the giving of notice of termination
 - (c) you did not provide us with full and correct information relevant to the Assignment
 - (d) you have agreed we may help the Candidate find other work
12. In the case of a Temp Supply initially agreed to continue for more than one week, if you advise us on the first day that the Candidate is unsuitable, we shall only charge you the Total Cost for the Candidate – see Fees 2.
13. If you are not satisfied with a Candidate we supply for an ongoing Requirement you agree to give us reasonable time to find and supply a suitable alternative Candidate.
14. Wherever there is an increase in Remuneration within 12 months of commencement of an Engagement, including due to increased hours, we shall be entitled to raise a further invoice for our Fee reflecting the increase.
15. **IR35 tax.** If we advise you that a Candidate for a Temp Supply operates through a company or partnership to which the off payroll tax rules (OPR) may apply you must provide us either with an SDS, namely a status determination statement in the form required pursuant to the OPR or an OPR Exempt Statement, namely that the OPR do not apply because you are either a small company or you have no UK connection. Your statement to us in either case may affect the rates upon which we can provide the supply.
16. Section 7 of the CSA – Part 2 shall not apply.
17. **Payment Terms.** Fees and Expenses are payable within 14 days from the date of our invoice save for Engagements of which we are not informed in advance for which our Fees are payable within 14 days of the Engagement. We may charge a sum not exceeding €/\$/£750 + VAT for our administration charge in recovering any sum overdue for more than one month.

FEE SCALES

Fees 1 – Fee for Perm Placements and Engagements except where otherwise specified

25% of Remuneration

Fees 2 – Fees for Temp Supply

Where we supply the Candidate, our Fee is calculated at the rate specified and agreed by us for the Assignment from time to time. Our Fee is based upon the total of the cost to us of engaging and supplying the Candidate whether calculated with reference to a Candidate (including statutory payments we make to or relating to the Candidate or by virtue of our payment to the Candidate) or our business ('Total Cost') plus our charge ('Charge') which, unless otherwise agreed in writing, shall be calculated as a percentage of Total Cost. Note: Fees may increase if our costs increase.

Fees 3 – Transfer Fee for Engagements following our supply of the Candidate

The higher of 25% of Remuneration, or a fee charged under Fees 1, chargeable if there is an Engagement within the relevant Transfer Period of a Candidate we have supplied.

In certain circumstances instead of paying us a Transfer Fee you may have an option to take the supply of the Candidate through us. Please see Section 8 of the CSA – Part 2. A Fee based on Fees 1 is payable in the case of an Engagement of a Candidate we have Introduced, but not actually supplied, for any purpose.