

HIRING ORGANISATIONS AND AUTHORISED CLIENT CONTACTS

Client Terms of Business

Permanent recruitment, retained search, contract and temporary supply terms for SiteAppoint's construction recruitment services.

Version 1.0

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DOCUMENT STATUS

These are business terms drafted for SiteAppoint's stated service model and fee structure. They require review by a qualified UK recruitment-sector solicitor before first contractual use. An agreed proposal or assignment schedule may add to or vary them in writing.

CONTACT

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1. Parties, acceptance and status

These terms are between SiteAppoint Ltd (SiteAppoint, we, us) and the organisation receiving an Introduction, Search Service or Supply (Client, you). A person instructing SiteAppoint confirms that they are authorised to do so.

SiteAppoint acts as an employment agency when introducing people for direct engagement and as an employment business where it supplies a person to work under a Client's supervision or direction. The actual service and engagement route will be confirmed for each requirement.

You accept these terms by asking us to work a requirement, receiving or interviewing an introduced person, disclosing an introduction to another person, engaging an introduced person, signing a proposal or assignment schedule, or permitting supplied work to start. A written variation must be agreed by an authorised representative of each party.

2. Definitions

Term	Meaning
Candidate	A person or personal service company whose information or availability SiteAppoint communicates in connection with work.
Engagement	Employment, engagement, use or retention of a Candidate, directly or indirectly, permanently or temporarily, including through another entity.

Term	Meaning
Introduction	Supplying information identifying a Candidate, arranging an interview, or otherwise bringing the Candidate to the Client's attention in connection with work.
Remuneration	First-year gross base salary plus guaranteed or reasonably anticipated bonus, commission, allowances and the taxable value of benefits forming the accepted package.
Assignment Schedule	The written assignment details, charge rate, payment terms, transfer terms and other particulars agreed for a temporary, contract or freelance supply.
Retained Search	A senior, confidential or business-critical search commissioned on an exclusive retained basis.

3. Client information and cooperation

You will provide accurate, complete and timely information about the role or assignment, location, hours, duration, responsibilities, supervision, health and safety risks and controls, required qualifications or authorisations, remuneration or rate, expenses, notice, proposed engagement route and any reason the work cannot lawfully be performed.

- Tell us the identity of the hirer and, where different, the person controlling the work.
- Review candidate information promptly and keep it confidential.
- Tell us immediately about interviews, offers, acceptances, direct contact, starts and re-engagements.
- Do not ask SiteAppoint to apply an unlawful or discriminatory criterion.
- Provide information and access reasonably required for health and safety, Agency Workers Regulations and Conduct Regulations compliance.

4. Candidate checks and Client decisions

SiteAppoint will take the identity, experience, training, qualifications and authorisations steps reasonably required for the service and information supplied. The Client remains responsible for the final selection decision, verifying that the Candidate is suitable for its particular environment and carrying out any check that only the employer, hirer, sponsor, principal contractor or regulated party can lawfully or effectively complete.

A right-to-work check completed by an intermediary does not necessarily give the Client or ultimate employer its statutory excuse. The Client must take its own advice and complete its own employer obligations.

5. Exclusive contingent permanent recruitment

5.1 Mandate

Unless otherwise agreed, a permanent requirement accepted by SiteAppoint is worked on an exclusive contingent basis for the agreed search period. The Client will direct related introductions and candidate contact through SiteAppoint and promptly disclose any pre-existing relationship with an introduced Candidate.

5.2 Fee

The Introduction Fee is 20% of the Candidate's Remuneration. VAT is added where applicable. If the full package is not known, SiteAppoint may invoice using the information reasonably available and adjust the invoice when the actual package is confirmed.

5.3 When the fee is earned and payable

The fee is earned when an Engagement is agreed with a Candidate introduced by SiteAppoint and will be invoiced at acceptance or, if earlier, when the Engagement begins. Permanent invoices are payable within 14 calendar days of invoice.

5.4 Introduction period

The fee applies where the Client or a related organisation engages the Candidate within 12 months after the later of the Introduction, the most recent interview or substantive recruitment contact arranged by SiteAppoint, or the end of a supply assignment. It also applies where the Client passes the Introduction to another party that engages the Candidate.

5.5 Replacement or credit protection

If a permanent Engagement ends during the first 12 weeks, the Client may choose one reasonable replacement search or a credit against a future permanent Introduction Fee, subject to the conditions below.

Engagement ends	Maximum credit
Weeks 0 to 2	100%
Weeks 3 to 4	75%
Weeks 5 to 8	50%
Weeks 9 to 12	25%

Protection applies only if all SiteAppoint invoices were paid on time; the Client notifies us within 7 days; the departure is not caused by redundancy, restructuring, material role or location change, unlawful treatment, transfer under TUPE or the Client's breach; and the Candidate was not previously engaged by the Client contrary to disclosed information. A credit is not cash-refundable and must be used within 6 months. Retained Search instalments already earned are non-refundable.

6. Retained search

6.1 Fee and instalments

The total Retained Search fee is 25% of Remuneration. The first instalment is 10% of anticipated Remuneration, invoiced on instruction. It is non-refundable, secures the search capacity and is credited against the total fee. The remaining 15% is invoiced when the selected Candidate accepts the offer, unless the signed search proposal sets objective milestone instalments.

6.2 Exclusivity and search governance

The search is exclusive for the agreed period. The Client will identify known candidates and parallel approaches at the outset, attend calibration meetings, provide timely feedback and route relevant market contact through SiteAppoint. Research findings and target mapping are confidential SiteAppoint work product supplied only for the commissioned search.

6.3 Pause, cancellation or material change

The first instalment remains payable and non-refundable if the Client pauses, cancels, fills internally or materially changes the search after instruction. Additional work caused by a fundamental change will be agreed before it begins. Pre-approved third-party research, advertising, travel or assessment costs are charged separately.

7. Temporary, contract and freelance supply

7.1 Assignment Schedule and charge rate

Before supply, the parties will agree an Assignment Schedule covering the worker, services, site, start, duration, hours, charge rate, expenses, approval route, notice and relevant transfer terms. The charge rate is assignment-specific and may reflect worker pay, statutory employment or tax costs, holiday, pension, insurance, screening, administration, finance and SiteAppoint's margin. No general margin percentage applies.

7.2 Timesheets and invoices

The Client will ensure an authorised person checks and approves time accurately each week. Approval confirms the hours worked and satisfactory attendance but does not waive a legal or contractual claim. Failure to approve a timesheet does not remove the obligation to pay for time SiteAppoint can reasonably evidence was worked. Temporary and contract invoices are payable within 7 calendar days unless the Assignment Schedule states otherwise.

7.3 Supervision, safety and facilities

The Client controls the site and day-to-day work. It will provide a safe system and place of work, induction, competent supervision, welfare and required protective equipment, report incidents immediately, and not materially change duties, site, hours or risk without SiteAppoint's agreement. The Client will provide agency workers access to collective facilities and vacancy information from day one where required.

7.4 Agency Workers Regulations

The Client will supply accurate information about comparable workers, working and employment conditions, previous assignment history and changes needed to assess rights under the Agency Workers Regulations 2010. The Client will cooperate in providing applicable equal treatment after the qualifying period.

7.5 Engagement route, CIS and off-payroll status

PAYE, CIS or limited-company preferences do not determine legal status. CIS verification is separate from employment-status assessment. Each party will perform the duties applying to it, provide requested information and not require an arrangement inconsistent with the facts. The Assignment Schedule will identify the intended route and any client-led status determination required by law.

7.6 Ending an assignment

Either party may end a supply assignment using the notice in the Assignment Schedule. SiteAppoint may remove a supplied person immediately where reasonably necessary for safety, illegality, serious misconduct, non-payment or material breach. The Client must pay charges properly incurred up to the end.

7.7 Transfer or direct engagement

If the Client wishes to engage a supplied person directly or through another supplier, any transfer fee and the alternative extended hire period will be those agreed in the Assignment Schedule before supply, consistently with regulation 10 of the Conduct Regulations. If required particulars were not validly agreed, the applicable statutory position prevails. The Client must tell SiteAppoint before making the engagement.

8. Payment, tax and disputed invoices

Fees and charges exclude VAT. The Client may not withhold, set off or deduct an amount except where required by law. A genuine invoice query must be raised with detail within 5 business days, and the undisputed portion remains payable. Late sums may carry statutory interest and recovery costs under the Late Payment of Commercial Debts legislation.

9. Confidentiality, data protection and intellectual property

Each party will protect confidential commercial, candidate and personal information and use it only for the relevant recruitment purpose. Each party acts as an independent controller for personal information it determines to process and must comply with applicable data-protection law. The Client must not circulate a CV beyond those who need it for the decision or retain it longer than necessary.

SiteAppoint retains its pre-existing methods, templates, market maps and know-how. The Client owns its own materials. Neither party may use the other's name, logo or trade marks publicly without permission, except SiteAppoint may truthfully represent an opportunity to authorised candidates as agreed in the brief.

10. Insurance, liability and indemnity

SiteAppoint will maintain recruitment-business insurance appropriate to the agreed services and provide evidence of relevant schedules and limits on reasonable request. The Client will maintain insurance appropriate to its operations, workplace and engagement of personnel.

Neither party excludes liability that cannot lawfully be excluded, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. Subject to that, neither party is liable for indirect or consequential loss, loss of profit, revenue, business or anticipated saving. SiteAppoint's aggregate liability arising from a service will not exceed the fees and margin paid to SiteAppoint for that service during the 12 months before the event, unless a signed proposal states a different insured limit.

The Client indemnifies SiteAppoint against third-party claims, tax, loss and cost arising from inaccurate Client information, unsafe or unlawful site conditions, day-to-day acts under Client control, an engagement route imposed contrary to the facts, or the Client's breach, except to the extent caused by SiteAppoint's own breach or negligence.

11. Termination, force majeure and general terms

Either party may terminate an ongoing service for material breach not remedied within a reasonable written period, or immediately for insolvency, illegality or serious reputational or safety risk. Accrued fees, charges, confidentiality, data, liability and engagement-fee provisions survive termination.

Neither party is liable for delay caused by events beyond reasonable control, but payment for services already supplied remains due. Failure to enforce a right is not a waiver. If a provision is unenforceable, the rest continues. No third party has rights under these terms unless expressly stated. Notices should be sent to the usual authorised business contact and to SiteAppoint at the email above.

12. Governing law

These terms and any non-contractual dispute are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Official references

[Conduct of Employment Agencies and Employment Businesses Regulations 2003](#)
[Government guidance for employment businesses and agencies](#)
[Agency Workers Regulations 2010 guidance](#)
[Transfer fees and extended hire guidance](#)
[Right to work checks: employer's guide](#)