

TERMS OF BUSINESS - FOR THE SUPPLY OF TEMPORARY WORKERS

1 THE CONTRACT

- 1.1 These Terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.
- 1.2 No variation or alteration to these Terms shall be valid unless approved in writing by a director of the Employment Business and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 1.3 When requesting the Employment Business to provide details of Temporary Workers for an Assignment, the Client shall provide details of: the identity of the Client, dates and likely duration of the Assignment, the services to be provided (including the location and the hours to be worked, the potential health and safety risks together with the steps taken to prevent or control such risks), the training, qualifications or authorisations considered necessary, any expenses payable, the minimum remuneration payable and the length of notice required.
- 1.4 The Client agrees to the Employment Business advertising each Assignment which the Client issues to the Employment Business unless the Client specifies otherwise in writing.
- 1.5 The Client agrees that upon the Employment Business providing details of a potential applicant, the Employment Business will be given priority over any duplicated applications by or on behalf of the same potential applicant. Should the Client receive a duplicated application, the Client shall not engage that potential applicant outside this agreement without the written permission of the Employment Business.

2 CHARGES

- 2.1 The Client agrees to pay such hourly charges of the Employment Business as shall be notified to and agreed with the Client at the commencement of the Assignment and as may be varied from time to time during the Assignment. The hourly charges are calculated according to the number of hours worked by the Temporary Worker and comprise the Temporary Worker's hourly rate, Employers oncosts (NIC & Holiday pay) and margin. VAT is payable on the entirety of these charges.
- 2.2 The minimum Assignment period is 2 hours.
- 2.3 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 2% per month, calculated monthly on the outstanding balance.

3 TIMESHEETS

- 3.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall authorise the Employment Business' timesheet in a prescribed manner, verifying the number of hours worked by the Temporary Worker during that week.
- 3.2 Authorisation of the timesheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to authorise the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 3.3 The Client shall not be entitled to decline to authorise a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 8.1.

4 PAYMENT OF THE TEMPORARY WORKER

- 4.1 The Employment Business assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

5 INTRODUCTION FEES/EXTENSION OF HIRE PERIOD

- 5.1 Transfer fees where a worker has been supplied shall apply as follows:
- 5.1.1 In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either
- 12 weeks from the start of the Assignment; **or**
 - 8 weeks from the day after the last day the Temporary Worker worked on the Assignment

The Client shall be liable, to either an extended period of hire or a Transfer fee equal to 10% of the annual salary of the Temporary Worker.

- 5.1.2 **Where a Temporary worker is employed after 13 weeks then this would be a FOC placement for both unskilled and skilled workers,**

5.2 Introduction Fees where a worker is introduced but not supplied

5.2.1 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement by the Client of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction, the Client shall be liable to either a period of hire of 13 weeks or an Introduction Fee of 10% of the Temporary workers annual salary.

5.2.2 The Client must give the Employment Business 7 days written notice in advance of the Engagement if the Client elects to take the worker for the period of hire.

5.2.3 If the Client does not give such notice before the Temporary Worker is engaged the parties agree that the Introduction Fee shall be due.

6 LIABILITY

6.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's Assignment details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the Assignment period or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

6.2 Temporary Workers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 5), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

6.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

6.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

6.5 The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

6.6 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 6.2, 6.3 and 6.5 and/or as a result of any breach of these Terms by the Client.

7 TERMINATION

7.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:-

a) Within 4 hours of the Temporary Worker commencing the Assignment where the Assignment is for more than 7 hours; **or**

b) Within 2 hours for Assignments of 7 hours or less;

And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

7.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at anytime without prior notice and without liability

7.3 The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

7.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

8 LAW

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.