

TERMS OF BUSINESS FOR THE INTRODUCTION AND/OR SUPPLY OF TEMPORARY STAFF



- 1. DEFINITIONS:**
"The Employment Business" Regus Recruitment Ltd., 24 High Street, Newport, Gwent NP20 1FX means the person, firm, or corporate body, together with any subsidiary or associated company (as defined by the Companies Act 1985) to whom the Temporary Worker is supplied or introduced to.
"The Client" means the individual who is introduced by the Employment business to render services to the client.
"The Temporary Worker" means the period during which the Temporary Worker is supplied to render services to the Client.
"Assignment" means the period during which the Temporary Worker is supplied to render services to the Client.
"Transfer Fee" means the fee payable in accordance with clause 7.1(a) & (b) and Regulation 10 of the conduct of Employment Agencies and Employment Businesses Regulations 2003.
"Introduction Fee" means the fee payable in clause 7.5 & 7.6 and Regulation 10 of the conduct of Employment Agencies and Employment Business Regulations 2003.
"Introduction" means the Client's interview of the Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business.
"Remuneration" includes base salary or fees, guaranteed and or anticipated bonus and commissioned earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non taxable) emoluments payable to or receivable by the Temporary worker for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of 12% will be added to the salary in order to calculate the Employment Business fee.

2. THE CONTRACT

- 2.1 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.
2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business, these terms prevail over any Terms of business or purchase conditions put forward by the Client.
2.3 No variation or alteration to these Terms shall be made unless the details of such variation are agreed between the Director of the Employment Business and the Client and are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which such varied terms shall apply.

3. CHARGES

- 3.1 The Client agrees to pay the hourly charges of the Employment Business, as agreed at the time of booking.
3.2 The Client agrees to verify and sign the Employment Business timesheet each week. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Workers pay, but also include the Employment Business commission calculated as a percentage of the Temporary Workers pay, Employers National Insurance contributions and any other expenses as may have been agreed with Client or, if there is no such agreement such expenses as are reasonable. VAT, if applicable is payable on the entirety of these charges.
3.3 The charges are invoiced to the Client and are payable within 14 days from the date of invoice. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum from the date due until the date of payment.
3.4 The charges are invoiced to the client on a weekly basis and are payable within 14 days from date of invoice, unless otherwise agreed by the Directors of the Employment Business and the Client in writing. There are no rebates payable in respect of the charges of the Employment Business.

4. TIMESHEETS

- 4.1 Signature of such timesheets by the client constitutes acceptance that the Temporary Worker has worked satisfactorily for the hours indicated on the timesheet. Failure to sign the timesheet does not alter the Client's liability to pay for hours worked.
4.2 If the Client is unable to sign a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonable practicable and shall co-operate and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker.
4.3 Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
4.4 The Client shall not be entitled to decline to sign a timesheet on the basis that he/she is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

5. INFORMATION TO BE PROVIDED

- 5.1 When making an introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker, that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the assignment, whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services and that Temporary Work is willing to work in the assignment.
5.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public bank holiday) following, save where the Temporary Worker is being introduced for an assignment in the same position as one in which the Temporary Worker has previously supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

6. PAYMENT OF THE TEMPORARY WORKER

- 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.

7. TRANSFER AND INTRODUCTION FEES

- 7.1 In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, within either:
● The duration of the Assignment; 14 weeks from the start of the first assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first assignment' for these purposes); or
● 8 Weeks from the day after the last day of the Temporary Worker worked on the assignment the Client shall be liable, to either;
a) Subject to electing upon giving [7] days notice, an extended period of hire the Temporary Worker being [12] weeks during which the Client shall pay [hourly rate] or [the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary worker is so employed or supplied]; or
b) A Transfer Fee calculated as follows: 15% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to 3.1 multiplied by [200 x hourly charge]. No refund of the Transfer fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.
7.2 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 of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of introduction the Client shall be liable, to either:
a) Subject to electing upon giving 7 days notice, a period of hire of the Temporary Worker being 12 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Temporary Worker is so employed or supplied; or
b) An Introduction Fee calculated as follows: 15% of the Remuneration applicable during the first 12 months of Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 200 x hourly charge. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the client does not give such notice before the Temporary Worker is engaged

the parties agree that the Transfer Fee shall be due.

- 7.3 In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 7.1(b) or 7.2(b), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.
7.4 If the Client elects for an extended period of hire, as set out above, but before the end of such period engages the Temporary Worker supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with either 7.1(b) or 7.2(b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.
7.5 In the event that a Temporary Worker supplied to a client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within either
● The duration of the Assignment
● 14 weeks from the start of the first Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment shall also be considered to be the 'first assignment' for these purposes or
● 8 weeks from the day after the last day of the Temporary Worker worked on, the Client shall be liable to pay a Transfer Fee Calculated as follows: 15% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 200 x hourly charge. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
7.6 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 the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of the introduction of the Client shall be liable, to an Introduction Fee calculated as follows: 15% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 200 x hourly charge). No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
8. LIABILITY
8.1 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 booking 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 period of booking 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.
8.2 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 willful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects of all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety at Work etc., by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (including the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
8.3 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 Regulation 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.
8.4 The Client undertakes that it knows of no reason why it should be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.
8.5 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 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.
9. SPECIAL SITUATIONS
9.1 Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:
● Copies of any relevant qualification or authorisations of the Temporary Worker, and
● Two references from person not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client.
● and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.
10. TERMINATION
10.1 The Client 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 four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
b) Within two hours for bookings of seven hours or less;
10.2 Any of the client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
10.3 The Client shall notify the Employment Business immediately and without delay and in any such 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.
10.4 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 terminate the Assignment under the provisions of clause 10.2.
11. LAW
11.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.
11.2 These Terms are dated as of 01 September 2009 and supercede previous Terms and Conditions.

Signed for and on behalf of the Client.

Dated