

## **Terms of business for the supply of temporary staff**

### 1 Definitions

In this Agreement the following definitions shall where used bear the meanings set out below:

- 1.1 "Client" means any person, firm, corporation, local authority or public sector organisation who approaches the Employment Business with a view to placing an order with the Employment Business for the introduction or supply of a Temporary Worker.
- 1.2 "Employment Business" means SRS Bureau Ltd (co. number 4527485) whose registered office is at 37 Gloucester Place, London, W1U 8JA
- 1.3 "Engagement" means the period during which a Temporary Worker performs or carries out work for or on behalf of the Client as agreed between the Client and the Employment Business, commencing at the time the Temporary Worker first reports to the Client to take up duties (or, if earlier, the commencement by the Temporary Worker of such work or services) and ending upon the cessation by the Temporary Worker of all such work and services.
- 1.4 "Temporary Worker" means any person who is introduced or supplied by the Employment Business to the Client with a view to carrying out work for the Client.
- 1.5 "Working Day" means any day from Monday to Friday unless otherwise stated.

### 2 Acceptance of Temporary Worker

- 2.1 The Employment Business may introduce or supply a Temporary Worker to the Client.
- 2.2 The interviewing by or on behalf of the Client or the acceptance by or on behalf of the Client or the commencement of the work (whichever first occurs) of any Temporary Worker shall be deemed acceptance of and agreement of the terms of this Agreement.
- 2.3 The details of the Temporary Worker for each Engagement will be agreed at the outset and confirmed in writing by the Employment Business.
- 2.4 The parties both agree that any Temporary Worker introduced or supplied by the Employment Business is under a contract for service and not an employee of the Employment Business.

### 3 Obligations of the Employment Business

- 3.1 The Employment Business will use reasonable endeavours to introduce to the Client a suitable Temporary Worker to carry out work for the Client of such nature as the Client shall notify to the Employment Business when placing its order for a Temporary Worker. The Client accepts that no warranty as to the suitability of the Temporary Worker can be given by the Employment Business. The Client agrees that it shall satisfy itself as to the suitability of any Temporary Worker.
- 3.2 Where the Client has required the Employment Business to introduce or supply a Temporary Worker for purposes which include the operation of motor vehicles, the Employment Business shall take reasonable steps to enquire whether the Temporary Worker is the holder of a current license to drive a vehicle of the class or description duly notified to the Employment Business by the Client.
- 3.3 The Employment Business will pay each Temporary Worker the fees or hourly charge and other payment and reimbursement of disbursements to which the Temporary Worker is entitled by reason of carrying out work for the Client.
- 3.4 In cases where the Employment Business is acting as principal it will:
  - 3.4.1 make deductions and account to HM Revenue and Customs for PAYE income tax in respect of the remuneration of each Temporary Worker; and
  - 3.4.2 Make deductions and account for all necessary national insurance contributions relevant to the remuneration of each Temporary Worker.
- 3.5 The Employment Business shall confirm (where applicable) that pursuant to section 8 of the Asylum and Immigration Act 1996 the Temporary Worker has permission both to be and work in the United Kingdom. The Employment Business shall also confirm the identity and qualifications of the Temporary Worker.
- 3.6 If expressly requested in writing by the Client then the Employment Business shall in relation to each Temporary Worker carry out a check with the Criminal Records Bureau, confirming that the Temporary Worker is suitable to work with vulnerable persons.
- 3.7 Where the Employment Business receives or obtains information which gives it reasonable grounds to believe any Temporary Worker is unsuitable, it will inform the Client.

### 4 Obligations of the Client

- 4.1 The Client shall specify its exact requirements by providing full details of the work for which the Temporary Worker is required and in particular by notifying the Employment Business of any special skills or qualifications required for such work when placing its request.
- 4.2 The Client shall not allow any Temporary Worker to undertake any work other than that which has been notified by the Client in accordance with clause 4.1 above to the Employment Business in placing its request for such Temporary Worker and shall not permit any Temporary Worker to work unsupervised with vulnerable persons prior to receiving the satisfactory results of a check with the Criminal Records Bureau.

4.3 The Client shall verify at the time that the Temporary Worker begins to render services for or on behalf of the Client that the Temporary Worker is suitable for the purpose for which the Temporary Worker is required and that the Temporary Worker has the capability to carry out the duties required, including the operation of any machinery or vehicles.

4.4 The Client hereby undertakes to comply with all obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing those relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the Engagement rendered by the Temporary Worker.

4.5 The Client undertakes to exercise all supervision, direction and control over the manner, time and place in which each Temporary Worker carries out their work for the Client throughout the duration of the Engagement (notwithstanding that the Temporary Worker is not the Client's employee).

4.6 The Client acknowledges that each Temporary Worker introduced or supplied to the Client for purposes which include the driving of vehicles is introduced or supplied to the Client on the Client's express warranty:

4.6.1 That the Client shall comply with the provisions of the Transport Act 1968, and all other road transport legislation and that the Client will take all steps that may be required by law in relation to insurance, maintenance and safety of vehicles, and comply with all statutory duties in regard thereto.

4.7 The Client shall at all times act with good faith in its dealings with the Employment Business and ensure that its personnel shall act in such a way so that the name and good reputation of the Employment Business or any of its employees or members are not brought into disrepute or otherwise become adversely affected.

4.8 The Client shall not do or omit to do anything and shall procure that none of its personnel does or omits to do anything which constitutes an offence under any law, code or conduct or regulation.

4.9 The Client shall be responsible for the authorisation of the timesheets submitted by the Temporary Worker to the Client.

4.10 The Client undertakes that in the event of the Client engaging any Temporary Worker or effectively introducing (directly or indirectly) any Temporary Worker introduced or supplied to the Client by the Employment Business to a third party (person, firm, corporation, local authority or public sector organisation) including any subsidiary, associated or holding company of the Client, resulting in full or part-time employment by the Client or third party, the Client shall immediately notify the Employment Business and pay to the Employment Business an introduction fee if the full or part-time employment occurs within 26 weeks of the date which services were last provided to the Client by the Temporary Worker. The introduction fee shall be calculated in accordance with the Employment Business fees for permanent introductions in force from time to time on which VAT shall be paid in addition at the prevailing rate.

4.11 The Client shall in accordance with the Employment Agencies Regulations 2003 be given the option of either an extended hire period for a Temporary Worker or pay a fee in consideration for the transfer of such worker's status from Temporary Worker to permanent employee.

4.12 If the Temporary Worker returns to the Client within the period of 26 weeks following the end of the Temporary Worker's Engagement.

#### 5 Timesheets

5.1 At the end of each week of an Engagement (or at the end of the Engagement where it is for a period of one week or less) the Client shall sign the Employment Business' timesheet verifying the number of hours worked by the Temporary Worker during that week.

5.2 Signature of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a timesheet because the Client disputes the hours claimed by the Temporary Worker, the Client shall inform the Employment Business as soon as practicable and shall co-operate fully and in a timely manner with the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that the Client is dissatisfied with the work performed by the Temporary Worker. In cases of unsatisfactory work the Client should follow the provisions of clause 9.3 below.

#### 6 Charges

6.1 The Client agrees to pay such hourly charges of the Employment Business as shall be notified to and agreed with the Client in writing. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker's pay but also include the Employment Business commission calculated as a percentage of the Temporary Worker's pay, employer's National Insurance contributions, cost of Working Time Directive and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of all charges.

6.2 The charges are invoiced to the Client on a weekly basis and are payable by the Client within 7 Working Days of the date of invoice by the Employment Business.

6.3 The Client agrees to reimburse the Employment Business for the costs incurred in carrying out any checks requested by the Client under clause 3.6 of this Agreement.

6.4 The Employment Business reserves the right to charge the Client interest in respect of any amount outstanding after the period for payment set out in this clause 6 (both before and after judgement) from the date of invoice up to and including the day of payment at the rate of 4% per annum above the base rate from time to time of Barclays Bank.

6.5 If a Temporary Worker arrives at the Engagement but there is no work available for them, through no fault of the Employment Business, or the Temporary Worker finishes the work sooner than expected, the Client shall be obliged to pay a minimum charge of four hours at the agreed hourly charge.

#### 7 Liability and Indemnity

7.1 Neither the Employment Business nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Temporary Worker to the Client or with any failure by the Employment Business to introduce or supply a Temporary Worker for all or part of the period booked and, in particular, but without limitation to the foregoing, any loss, injury, damage, expense or delay arising from or in any way connected with:

7.1.1 Failure of the Temporary Worker to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;

7.1.2 Any act or omission of a Temporary Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

7.1.3 Any loss, injury, damage, expense or delay incurred or suffered by a Temporary Worker;

7.1.4 Any claim by or on behalf of any individual that there existed during the term of this Agreement a contract of employment between the Client and such Temporary Worker; or

7.1.5 Any income tax, national insurance contributions, interest and/or penalties thereon arising in respect of the Temporary Worker for which the Client may be called upon to account to HM Revenue and Customs and the disallowance of any VAT charged in respect of the services as allowable input tax for the Client.

7.2 Provided that nothing in this clause 7 shall be construed as purporting to exclude or restrict any liability of the Employment Business to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.

7.3 In consideration of the Employment Business entering into this Agreement, the Client hereby undertakes to indemnify the Employment Business in respect of any and all liability of the Employment Business for:

7.3.1 Any loss, injury, expense or delay suffered or incurred by a Temporary Worker howsoever caused;

7.3.2 Any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Temporary Worker, whether wilful reckless, fraudulent, negligent, dishonest or otherwise; and

7.3.3 Any loss, injury or delay suffered or incurred by the Employment Business as a result of any act or omission of the Client.

7.4 Provided that this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly out of or in any way connected with the relevant Engagement.

7.5 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Employment Business set out in this Agreement are reasonable and reflected in the charges payable to the Employment Business under this Agreement and shall accept risk or insure accordingly.

#### 8 Confidentiality

8.1 Except as expressly provided in this Agreement, neither party may use the other party's confidential information.

8.2 Either party (Recipient) may disclose confidential information of the other (Disclosing Party) when required to do so by law or any regulatory authority, provided that where practicable and lawful, the Recipient promptly notifies the Disclosing Party of such a requirement to those of its personnel whose duties reasonably require such disclosure, on condition that the Recipient ensures that each such person to whom such disclosure is made:

8.2.1 Is informed of the obligations of confidentiality under this Agreement; and

8.2.2 complies with those obligations as if they were bound by them, save where such disclosure is in connection with any audit requirements (whether internal or external), in which case the Recipient may disclose the Confidential Information without notice to the Disclosing Party.

8.3 The provisions of this clause 8 shall survive the termination of this Agreement for any reason.

#### 9 Termination

9.1 Either party shall be entitled to terminate this Agreement forthwith by notice in writing to the other if:

9.1.1 The other party commits a material breach of any of its obligations under this Agreement;

9.1.2 the other party commits any other breach of any of its obligations under this Agreement and fails to remedy such breach within 10 Working Days of notice requiring it to do so or, where such breach has been remedied within such period, if there is a further breach within 6 months of any such previous breach;

9.1.3 The other party:



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9.1.3.1 ceases to carry on the relevant parts of its business or disposes of all of its assets;

9.1.3.2 becomes the subject of a voluntary arrangement under the Insolvency Act 1986;

9.1.3.3 is unable to pay its debts within the meaning of the Insolvency Act 1986;

9.1.3.4 Has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertakings, assets or income;

9.1.3.5 Has a petition presented (which is not discharged within 20 Working Days) to any court for its winding up or for an administration order; or

9.1.3.6 Has passed a resolution for its winding-up.

9.2 Either party shall be entitled to terminate this Agreement at any time for any reason by serving not less than 1 month's written notice on the other party.

9.3 If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Engagement either by instructing the Temporary Worker to leave the Engagement 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 the Temporary Worker, provided that the Engagement is terminated within 8 hours of the commencement of the assignment by the Temporary Worker and notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Engagement.

9.4 Any breach of clause 6 shall entitle the Employment Business to terminate without prior notice each and every Engagement concluded under this Agreement between the Client and the Employment Business.

#### 10 Third Party Rights

Nothing in this Agreement shall confer on any third party any rights or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.