

TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF SERVICES

1. DEFINITIONS

- 1.1 In these Terms of Business the following definitions apply.
- “**Assignment**” means the period during which the Temporary Worker is supplied to the client.
- “**Client**” 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 introduced or supplied, or whose representative requests services from the Employed Business.
- “**The Employment Business**” means County Personnel Recruitment Consultants Limited trading as countyrecruit.com; 53 The Parade, Bourne End, Buckinghamshire SL8 5SB
- “**Engagement**” means any engagement, employment or the use of the Temporary Worker, or former Temporary Worker, on a Permanent or Temporary basis for a definite or indefinite period, whether under a contract of service or for services: an agency, license, franchise or partnership arrangement; or any other engagement.
- “**Temporary Worker**” means the individual who is or once was, registered with the Employment Business for temporary or permanent work, or whose services are, or once were, supplied by the Employment Business to the Client.
- “**Introduction**” means: the Client’s interview of a Temporary Worker or former Temporary Worker in person or by telephone, whether following the Client’s instruction to the Employment Business to search for a Temporary worker or not; or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker, or knowledge of the Temporary Worker through previous supply by the Employment Business of the Temporary Worker or not; or the passing to the Client, or otherwise make known to or aware of: all or any of which leads to an engagement of that Temporary Worker by the client.
- “**Transfer Fee**” means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- “**Introduction Fee**” means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 1.2 References to the singular include the plural and references to the masculine include the feminine and vice versa where the context requires it.
- 1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1 These terms govern the supply of Temporary Workers by the Employment Business to the Client, and all associated services are deemed to be accepted by the Client by virtue of its request for, introduction to, interview with or Engagement of a Temporary Worker.
- 2.2 No variation or alteration to these Terms of Business shall be valid unless the details of such variation are agreed between 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.
- 2.3 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 other Terms of Business or purchase conditions proffered by the client.

3. CHARGES

- 3.1 The Client agrees to pay the hourly charges of the Employment Business. These charges will be those in force at the time of the Assignment, or as notified at the commencement of the Assignment, and maybe varied from time to time during the Assignment or at a later date. These charges are calculated according to the hours worked by the Temporary Worker (to the nearest quarter hour) subject to a minimum charge period for each Temporary Worker supplied by the Employment Business.
- 3.2 The charges are comprised mainly of the Temporary Worker’s remuneration but also include the Employment Business’ costs, commission calculated as a percentage of the Temporary Worker’s pay and employer’s National Insurance contributions. Travelling, hotel or other expenses as may have been agreed shall be itemised on the Employment Business’ invoices to the Client and are in addition to this charge.
- Office Staff Minimum charge of four hours pay per day.
 Overtime rates charged in accordance with the Client’s overtime policy.
- Non Office Staff Minimum charge of four hours per day.
- VAT shall be charged in additional to all charges.
- 3.3 The charges are invoiced to the Client on a weekly basis and are payable within 14 days of the Employment Business’ invoice date. The Employers Business reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate as varied by the National Westminster Bank Limited from the due date until the date of actual payment.
- 3.4 Where the Client is a corporate body, our work is undertaken and Temporary Workers supplied on the understanding that the Directors and Shareholders will indemnify the Employment Business for all amounts invoiced to the said corporate body which for any reason are not paid by the corporate body under the terms hereof.
- 3.5 There are no rebates payable in respect of the charges of the employment business.

4. INFORMATION TO BE PROVIDED

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 the Temporary Worker is willing to work in the Assignment.

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 or 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 worked for the Client.

5 TIMESHEETS

- 5.1 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, or is completed before the end of a week) the Client agrees to 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 time sheet 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 reasonably practicable and shall co-operate fully 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. Failure to sign the timesheet does not alter the Client's liability 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 he 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.

6 PAYMENT OF THE TEMPORARY WORKER

- 6.1 The Employment Business assumes responsibility for the administration and payment of the Temporary Workers remuneration and, where appropriate, for all administration, deduction and payment of National Insurance Contribution and PAYE Income Tax applicable to the Temporary Worker as required by law.

7 TRANSFER AND INTRODUCTION FEES

7.1 Where there has been a supply

- 7.1.1 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, 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 the Temporary Worker worked on the Assignment
- the Client shall be liable, to either an extended period of hire as set out in 7.1.3 below or a Transfer Fee calculated in accordance with 7.1.2 below. The Client must give the Employment Business 5 days written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Transfer Fee. 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.

Transfer Fee

- 7.1.2 The Transfer Fee shall be such proportion of the amount calculated as a % in accordance with the accompanying scale of fees on the gross Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges referred to in clause 3.1 multiplied by two hundred times.
- 7.1.2.1 Where the Temporary Worker supplied has been directly or indirectly engaged by the Client within 13 weeks from the commencement of the Assignment the Transfer Fee shall be 100%.
- 7.1.2.2 Where the Temporary Worker supplied has been directly or indirectly engaged by the Client more than 13 weeks but less than 26 weeks from the commencement of the Assignment the Transfer Fee shall be 50%.
- 7.1.2.3 Where the Temporary Worker supplied has been directly or indirectly Engaged by the Client more than 26 weeks after the commencement of the Assignment the Transfer Fee shall be nil.

Extended Period of Hire

- 7.1.3 The Extended period of hire shall be whichever of the following is most appropriate;
- Where the Assignment is for a fixed period, and that period has not expired, the period ending 6 weeks after the scheduled end date of the Assignment;
 - Where the Assignment is for a fixed period, and that period has expired, 12 weeks; or
 - Where the Assignment is of no fixed duration, 18 weeks.
- 7.1.4 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 Transfer Fee calculated in accordance with 7.1.2 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.
- 7.1.5 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
- 7.1.6 VAT is payable in addition to any fee due.

7.2 Where there has been an Introduction but no supply

- 7.2.1 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 of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another employment business with 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire as set out in 7.2.3 or an Introduction Fee calculated in accordance with 7.2.2 below. The Client must give the Employment Business 7 days written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee. However, where the client does not give such notice before the Temporary Worker is engaged the parties agree that the Introduction Fee shall be due.

Introduction Fee

- 7.2.2 The Introduction Fee shall be calculated as a percentage [see scale of fees] 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 multiplied by two hundred times. 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.

Extended Period of Hire

- 7.2.3 The Extended period of hire will be whichever of the following is most appropriate;
- Where the Assignment is for a fixed period, the period ending 18 weeks after the scheduled end date of the Assignment; or
 - Where the Assignment is of no fixed duration, 26 weeks.
- 7.2.4 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 7.2.2 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.

7.3 Temp to third party transfer fees where there has been a supply.

In the event that the 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 the Temporary Worker worked on the Assignment
- the Client shall be liable, to pay a Transfer Fee calculated as a percentage [see scale of fees] 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 multiplied by two hundred times. 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.

7.4 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 Introduction the Client shall be liable, to an Introduction Fee calculated as a percentage [see scale of fees] 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 two hundred times. 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 Because Temporary Workers are not employed under a contract of service with the Employers Business and the Employment Business has no rights of supervision, direction or control over the manner, time and place in which the Temporary Workers carry out their work, the Employment Business is under no obligation to the Client to exercise such supervision, direction or control over the manner, time and place in which Temporary Workers can carry out their work for the Client. The Client is to treat all Temporary Workers supplied by the Employment Business as the Client's own employees for all purposes.

8.2 The Employment Business would like to stress that, although every effort is made to maintain a reasonable standard of integrity from the Temporary Worker introduced to the Client, it may be impracticable for the Employment Business to obtain references in every case owing to the time factor involved.

8.3 Whilst the Employer's Business will endeavour to give satisfaction to the client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers where possible, and further to provide them in accordance with the Client's booking details, it shall not be liable to the Client for any loss, injury, damage expense, claim or delay incurred or suffered by the Client arising directly, indirectly or consequently from or in any other way connected with the supply of a Temporary Worker, in particular, but without limitation, any such loss injury, damage, expense, claim or delay so arising from or in any way connected with:

- i. failure to provide any Temporary Worker for all or part of the period of the booking;
- ii. any act, omission, lack of skill or misconduct of a Temporary Worker whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- iii. 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 (subject to Clause 8);

any loss, injury, damage, expense, claim or delay incurred or suffered by a Temporary Worker.

For the avoidance of doubt, the Employers Business does not exclude liability for death or personal injury arising from its own negligence.

8.4 Temporary Workers are engaged by the Employment Business under contracts for services. They 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 they were 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, or is not, ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employers and Public Liability Insurance cover for the requirements to which the Client is, or is not, ordinarily subject in respect of the Client's own staff (excluding matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employers and Public Liability Insurance cover for the Temporary Worker during the assignments.

8.5 The Client shall also 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 in advance, or as requested by the Employment Business, and the Client will not do anything to cause the Employment Business to be in the breach of its obligations under these regulations, Where the Client requires or may require 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. The Client is hereby contractually obliged not to require Temporary Workers to work more than 48 hours where there is no agreement to do so, nor to require Temporary Workers to work nights without informing the Employment Business in advance.

8.6 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.

8.7 The Client hereby undertakes to, and shall, indemnify and keep indemnified the Employment Business against any costs , claims or liabilities incurred by the Employment Business arising out of any assignment and/or as a result of any breach of these Terms by the Client, and in particular but without limitation to the foregoing, all or any liability for:

- i) Loss, injury, damage, expense, claims or delay suffered or incurred by a Temporary Worker howsoever caused: loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from, or in anyway connected with, the act and omission of a Temporary Worker whether wilful, reckless, fraudulent, negligent, dishonest or otherwise.

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 qualifications or authorisations of the Temporary Worker, and
- Two references from persons 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 undertakes the Temporary Worker significantly to ensure the client satisfaction with the Temporary Worker's standards of workmanship. If the services of the Temporary Worker prove to be unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by asking the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charge for the time worked by the Temporary Worker, provided that the Assignment terminates:
- i. Within 4 hours of the Temporary Worker commencing the Assignment where the booking is for more than 7 hours or
 - ii. within 2 hours for bookings of 7 hours or less and also provided that notification of the unsuitability of a Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 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 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.
- 10.5 Breach of any of these Terms of Business shall entitle the Employment Business to terminate all or any Agreements between the Employment Business and the client without prior notice or liability to the Client.

11. LAW

- 11.1 These terms are governed by the Law of England and are subject to the exclusive jurisdiction of the Courts of England.

12. Where the Temporary Worker is a driver the following additional terms will apply:

- i. Temporary Drivers are supplied by the Employment Business on the understanding that the client holds an operators license under the Transport Act 1968 where required.
- ii. As far as it is reasonably possible, the employment business will check references of Temporary Drivers and will examine drivers licenses and permits: notwithstanding this, before permitting the driver to take charge of the vehicle, and, throughout the Assignment, the Client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licenses and permits, driver's hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, Health & Safety Regulations and Road Traffic and Liability insurances including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.
- iii. The Client agrees to satisfy himself that all licences and other documentation (including but not limited to those mentioned in 10ii above) appertaining to a Temporary Driver are in order before permitting a Temporary Driver to take charge of the vehicle.
- iv. The Client shall on request permit the Employment Business to inspect its Operations Licence and Policies of Insurance for the vehicles to be driven by the Temporary Driver.
- v. To assist the Client in complying with the relevant provisions of the Transport Act, the Employment Business agrees to provide the Client upon request with such information as is available to the Employment Business about any driving assignments carried out by the Temporary Driver in the 7 days immediately preceding the commencement of an Assignment with the Client, provided the Temporary Driver shall have worked for a Client of the Employment Business during those seven days.

Scale of Fees

Salary	% Fee
Up to £15,000	15.0%
£15,001 - £20,000	17.5%
£20,001 - £30,000	20.0%
£30,000 +	25.0%

countyrecruit.com is the trading name of County Personnel Recruitment Consultants Limited

53 The Parade, Bourne End, Buckinghamshire SL8 5SB t. 01628 851303 f. 01628 850458

Registered in England and Wales Number 6298100 – Registered Office as above