



## **TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF**

### **1. Definitions**

1.1 In these Terms of Business the following definitions apply:

**“Assignment”** means the period during which the Temporary Worker is supplied by the Agency to render services to the Client;

**“Client”** means the person, organization, public or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Applicant is introduced;

**“Agency”** - means Axis Recruitment Limited, Suite 8, Clarendon Chambers, 32 Clarendon Street, Nottingham, NG1 5LN;

**“Engages/Engaged/Engagement”** means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee;

**“Temporary Worker”** means the individual who is introduced by the Agency to render services to the Client.

**“Remuneration”** includes base salary or fees, guaranteed and/or anticipated bonus and commission 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 Applicant for services rendered to or on behalf of the Client or any third party.

1.2 Unless the context requires otherwise, references to the singular include the plural.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

### **2. The Contract**

2.1 These Terms constitute the contract between the Agency and the Client where the Client has requested the Agency to supply a Temporary Worker. These Terms are deemed to be accepted by virtue of the Client’s request for, interview with or engagement of the Temporary Worker (which includes employment use, whether under a contract of services or for services, or under an agency, license, franchise or partnership agreement).

2.2 This Agreement does not need to be signed for it to become binding upon the parties to it. Furthermore these Terms of Business can be electronically sent to the Client in order to deliver the Terms of Business to the Client.

2.3 These terms contain the entire agreement between the parties in respect for the provision of Temporary Workers and unless otherwise agreed in writing by Kashif Butt of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.4 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency 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 after which such varied terms shall apply.

### **3 Charges**

3.1 The Agency through its own discretion may require the Client to make a deposit or prepay all of the Agency fees before the Agency will supply staff to the Client. Once the Client has paid the Agency or has made a prepayment to the Agency the Agency shall provide staff in accordance with the Terms of Business of the Agency.

3.2 The Client agrees to pay such hourly charges of the Agency as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker and comprise mainly of the Temporary Worker's hourly rate but also include the Agency's commission calculated as a percentage of the Temporary Worker's hourly rate, Employer's National Insurance contributions, holiday pay and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses are as reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.3 The charges are invoiced to the client on a weekly basis and are payable within 14 days from the date of the invoice. The Agency reserves the right to charge interest on any overdue amounts at the rate of 8% per annum from the due date until the date of payment.

3.4 Any queries on an invoice must be specifically addressed in writing to the Agency within 14 days from the date of the invoice, failing which the Client is deemed to have accepted the full value of the invoice and will be liable for the full amount.

3.5 The responsibility for paying the Agency's fees lies solely with the Client as defined under this contract. If the Client wishes to involve an external organization in the payment of the Agency's fees then the said external organisation would only be liable under a separate contract. In the event that a third party organisation is not bound by a separate contract the responsibility of payment would lie with the Client.

- 3.6 In the event that ownership of the Client changes for whatsoever reason the Owners, Partners or Directors of the Client who agreed to these Terms of Business at the time of the Introduction by the Agency will be personally liable for any matters outstanding under this contract.
- 3.7 In the event that the Client goes into administration or is wound up, the Directors of the Client will be personally liable for any outstanding matters under this contract.
- 3.8 There is no rebate payable in respect of the charges for the supply of Temporary Workers of the Agency.
- 3.9 The Client agrees to pay any additional costs incurred by the Agency for the collection of the debt for late or non-payment.

#### **4 Information To Be Provided**

- 4.1 The Agency will endeavour to supply a Temporary Worker to the Client to carry out Assignments for the Client. The Client shall specify to the Agency its exact requirements by providing full details of the type of work for which the Temporary Worker is required and in particular by notifying the Agency of any special skills or qualifications required for such work.
- 4.2 The Client shall not allow any Temporary Worker to undertake any work other than which has been notified to the Agency.
- 4.3 The Agency 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 Agency under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.
- 4.4 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 week-ends and any public or Bank Holidays) 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 been 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.

## **5. Time Sheets**

- 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) the Client shall sign the Agency's timesheet verifying the number of hours worked by the Temporary Worker during that week.
- 5.2 A Supervisor or other authorised representative of the Client must sign the timesheet. Once signed the timesheet is binding upon the parties to this Agreement. The Client agrees to pay the Agency in accordance with Clause 3.2 of this Agreement.
- 5.3 At the point of agreeing these Terms of Business the Client can appoint a particular representative to sign the timesheet with the agreement of the Agency. If the Client does not elect a particular representative and timesheets are signed by a supervisor or other authorised representative of the Client the Client agrees to be bound by these Terms of Business and will be liable to pay the Agency for services rendered.
- 5.4 If a timesheet is presented to the Agency after a Transfer of Employment of any Temporary Worker has taken place the time sheet will still be binding on the Client. Any other agreements will be cancelled.
- 5.5 Submission of a timesheet does not need to be accompanied by any other document to make it binding on the parties. For the avoidance of doubt the timesheet itself once signed by a representative of the Client creates a binding contract and these Terms of Business contain the contractual Terms.
- 5.6 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 Agency as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Agency to enable the Agency 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.
- 5.7 The Client shall not be entitled to decline to sign a time sheet 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 below.

## **6. Payment of the Temporary Worker**

- 6.1 The Agency 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.

## 7. Liability

- 7.1 Whilst every effort is made by the Agency 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 Agency 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 Agency does not exclude liability for death or personal injury arising from its own negligence.
- 7.2 Temporary Workers supplied by the Agency are engaged under contracts for services. They are not the employees of the Client 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 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 7.3 The Client shall advise the Agency of any special health and safety matters about which the Agency 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 Agency in complying with the Agency's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Agency and the Client will not do anything to cause the Agency 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 Agency of this requirement before the commencement of that week.
- 7.4 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.
- 7.5 The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Assignment or arising out of any non-compliance with clauses 7.2 and 7.3 and/or as a result of any breach of these Terms by the Client.

## **8. Termination**

8.1 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 Agency to remove the Temporary Worker. The Agency 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;

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

8.2 The Client, the Agency or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

8.3 The Client shall notify the Agency 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.

8.4 The Agency 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.

## **9. Introduction following Engagement**

9.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding a Temporary Worker introduced by the Agency which results in an Engagement with that third party within 6 months from the termination of any Assignment, or within 6 months of the introduction of the Temporary Worker renders the Client liable to pay the Agency an introduction fee in accordance with the Terms of Business for the Supply of Permanent Staff Clause 6 with no entitlement to any refund whatsoever.



9.2 If the Client elects for an extended period of hire but before the end of such a period engages the Temporary Worker supplied by the Agency either directly or pursuant to being supplied by another business or the temporary Worker chooses not to be supplied for an extended period of hire, the introduction fee may be charged in accordance with the Terms of Business for the Supply of Permanent Staff Clause 6 but reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

## **10. Law**

10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.