

supplying temporary staff services

terms of business



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 render services 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 supplied;
- “The Employment Business”** means Be Personnel Limited of 50 Albany Street, Edinburgh EH1 3QR;
- “Engagement”** means any employment or use of the Temporary Worker on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which he is an officer or employee
- “Temporary Worker”** means the individual whose services are supplied by the Employment Business to the Client.
- “Introduction”** means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to search for a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker by the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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 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.

2.2. No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing.

2.3. Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any 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 as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges include the Employment Business’ commission, employer’s national insurance contributions 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 is payable on the entirety of these charges.

3.2. The charges are invoiced to the Client on a weekly basis and are payable within 7 days. The Company reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the Lloyds TSB Bank from the due date until the date of payment.

4. TIME SHEETS

4.1. 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 shall sign the Employment Business’ time sheet verifying the number of hours worked by the Temporary Worker during that week.

4.2. Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Client’s obligation to pay the charges in respect of the hours worked.

5. REMUNERATION

5.1. The Employment Business assumes responsibility for payment of the Temporary Worker’s remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

6. INTRODUCTION FEES

6.1. The direct Engagement by a Client of a Temporary Worker introduced by the Employment Business, or the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to the payment of an introduction fee calculated at 10% of the annual gross taxable remuneration and emoluments payable to the Temporary Worker provided that the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Temporary Worker was last supplied, or if there was no Assignment, within 6 months of the introduction of the Temporary Worker by the Employment Business.

6.2. Where the Client fails to inform the Employment Business of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge of the Employment Business for the Temporary Workers' services by a figure 200. 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.

7. LIABILITY

- 7.1. 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.
- 7.2. Temporary Workers are engaged by the Employment Business 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. 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 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 Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. 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.
- 7.4. 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 clause 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 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;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.
- 8.2. Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 8.3. 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 he is unable to attend work for any reason.

9. LAW

- 9.1. If this contract is concluded in England & Wales, it is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.
- 9.2. If this contract is concluded in Scotland, it is governed by the law of Scotland and is subject to the exclusive jurisdiction of the Courts of Scotland.

Signed:

on behalf of

("The Client")