

## SUPER TROOPERS RECRUITMENT



# Terms of Business: Supply of Temporary Staff

## (1) Definitions.

**'Business'** means Supertroopers Recruitment Ltd whose registered offices are at Star House, 95 High Road, Benfleet, Essex or any of its subsidiaries., acting as an Employment Business as defined by Section 13(3) of The Employment Agencies Act 1973.

**'Standard Charges'** means the charges notified to the client in response to a request to supply temporary workers.

**'Client'** means a person or company to whom the Business supplies temporary staff.

**'Contract'** means the agreement that arises between the Business and the client in respect of the supply of temporary workers.

**'Assignment'** means a temporary work assignment for which the Business supplies temporary workers.

**'Remuneration'** includes without limitation the gross amount of any salary, wages, emoluments and all payments and benefits in kind payable to the temporary worker for services rendered to or on behalf of the client or if relevant any third party connected with the client.

**'Temporary worker'** means any temporary worker supplied by the Business under a contract for services to a client or any relevant third party connected with the client.

**'Service'** means the supply of temporary workers by the Business to the client.

(2) The headings in these terms are for convenience only and will not affect their interpretation.

(3) **Charges.**

- 3.1 Subject to any separate negotiation the client will pay the Standard Charges for the Service of supplying temporary workers and any additional sums (including without limitation travelling, accommodation, supply of Personal Protective Equipment PPE and any other expenses) which are agreed between the Business and the Client in advance or at the time of booking temporary workers.
- 3.2 The Business will be entitled to vary the Standard Charges from time to time by giving the Client at least seven days written notice with the variation taking effect and involving all temporary workers currently in the Clients employ.
- 3.3 All charges quoted to the Client for the provision of the Service are exclusive of any Value Added Tax, for which the Client will be additionally liable at the applicable rate as may be varied from time to time.
- 3.4 The Business will invoice the Client on a weekly basis during the week following each week in which the Service is provided, or at other time as may be agreed with the Client.
- 3.5 The Standard Charges (without limitation to any additional sums payable) will be paid by the Client (together with any applicable Value Added Tax) and without any off-set or other deduction within seven days of the date of the Business's invoice
- 3.6 The Standard Charges will include the remuneration payable to a temporary worker and any employers National Insurance payable in respect of the Service provided to the Client by the temporary worker.
- 3.7 Any invoice that is not paid on the due date will be subject to, but not limited to, an interest charge both before and after any judgement of 2% above basic bank interest charges from the due date until any outstanding amount is paid in full.

(4) **Information.**

- 4.1 The Client agrees to provide the Business with sufficient relevant information regarding the work the temporary worker is required to perform prior to the supply of the worker to enable a suitable worker to be selected. This information will include:
  - 4.1a the nature of the Client's business;
  - 4.1b the date which any assignment is due to commence;
  - 4.1c any licenses, training and/or qualifications that the client considers necessary or are required by law for the worker to carry out their duties on the assignment.
  - 4.1d Any expenses payable to the temporary worker.

- 4.2 The Client will provide the Business with a copy of a current risk assessment of health and safety risks relevant to the work that the temporary worker is supplied to carry out, and any relevant risks associated at the location where the work is to be carried out.
- 4.3 Prior to the provision of the Service the Business will inform the Client of the identity of the temporary worker and that the temporary worker is eligible to carry out that work including details of any relevant qualifications/requirements that the Client are deemed as necessary to carry out the work.
- 4.4 The Client will provide with Business with information relating to the temporary workers welfare e.g. toilet provision, canteen facilities, access to drinking water, breaks etc.

(5) **Time Records.**

- 5.1 The Client will, at the end of each week in which temporary workers have been supplied, sign in a form provided or as agreed by the Business and the Client a record of all hours worked by each individual temporary worker during that week. Signature by the client will indicate confirmation of the hours worked that will be used to raise an invoice and the satisfaction by the Client of the standard of work provided by the temporary worker. However failure of the Client or his representative to sign the record will not relieve the Client of his obligation to pay for the Service provided.
- 5.2 As the Business is responsible for paying any remuneration due to the worker if the Client does not notify in writing the Business within 7 days of the Service provided any dispute regarding the hours worked by a temporary worker the hours will be deemed as accurate and the Client will accept the responsibility of reimbursing the Business for any overpayment of remuneration it has made based on the hours notified to it.

(6) **Liability.**

- 6.1 Whilst every effort will be made by the Business to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability of the temporary worker and to provide temporary workers in accordance with the Client's booking details, the Business does not guarantee that it will be able to supply temporary workers and cannot be held responsible for the temporary workers personal or professional attributes or their suitability for any purpose. The Business will therefore not be liable for loss (whether direct or indirect), expense, damage or delay arising from any failure to provide any temporary worker for all or part of a booking or from negligence, dishonesty, misconduct or lack of skill on behalf of the temporary worker. This does not affect any liability the Business may have for personal injury or death.

- 6.2 Without limitation to clause 6.1 above; except in respect of death or personal injury caused by the Business's negligence or as expressly provided in these terms, the Business will not be liable to the Client or any third party connected with the Client by reason of any representation (unless fraudulent), or any implied warranty, condition, or other term or any duty at common law or under the express terms of any contract for any loss of profit, any direct or indirect, special or consequential loss, damage, costs, expenses or other claims, (whether caused by the negligence of the Business, its servants, agents or temporary workers), which arise out of the supply or in connection with the supply of the Service provided by the Business or the use by the Client of any temporary worker supplied by the Business and the entire liability of the Business under the Contract will not exceed the amount of the Business's charges for the supply of the relevant temporary worker, except as expressed in these terms.
- 6.3 For the duration of any assignment the Client will accept that any and all the temporary workers supplied by the Business are deemed to be under the control, direction and supervision of the Client from the point at which they enter the Client's premises or their place of work. The Client also agrees to be responsible for all acts, omissions and errors whether wilful, negligent or otherwise of the temporary workers assigned to him as though the temporary staff were employees of the Client.
- 6.4 The Client will also agree and ensure that it complies with all relevant regulations, codes of practice, Health & Safety regulations and statutory and common law requirements to which the Client and its own employees are subject to. In particular the Client will maintain adequate Employers Public Liability Insurance and other relevant insurances to protect the Business's temporary workers supplied on assignment as it would its own employees. The Client will supply a copy of any relevant documents to show such insurance cover is in place prior to the commencement of any supply of temporary workers. The Client shall also ensure that any temporary workers supplied by the Business do not work in circumstances where the Business or the temporary worker would be in breach of the Working Time Regulations and to provide the Business with prompt and accurate records of the hours worked by each temporary worker and to notify the Business prior to the commencement of any work in a week where the worker may be required to work in excess of 48 hours.
- 6.5 The Client agrees and will and continue to keep the Business fully indemnified against all costs, claims, liabilities, damages and expenses that may be imposed on or suffered by the Business by reason of any act or omission of the Client or any connected party of the Client in relation to any and all temporary workers supplied and or any breach by the Client of its obligations.
- 6.6 The Client agrees to carry out inductions with all temporary workers supplied by the Business prior to the commencement of any assignments. Such inductions will include as a minimum standard health and safety specific to the assignment, lifting and handling where appropriate, fire or evacuation procedures, and the reporting of accidents.

(7) **Termination of Assignments.**

- 7.1 It is the Client's responsibility to supervise the temporary worker and satisfy himself that the workmanship of the temporary workers meets a reasonable standard. The Client may terminate the temporary worker either by telling the relevant worker to leave immediately or by asking the Business to remove the temporary worker. The Business may reduce or cancel the charge for that temporary worker provided that the temporary worker's assignment is terminated either within 4 hours if the booking is for more than 7 hours or within 2 hours if the booking is for less than 7 hours.
- 7.2 The Business may at any time with or without written notice and with or without reason terminate, suspend or withdraw the supply of temporary workers from any Assignment. This will not relieve the Client from his obligation to pay for hours actually worked on the Assignment prior to this termination, suspension or withdrawal.
- 7.3 The temporary worker may at any time with or without written notice and with or without reason terminate, suspend or withdraw his or her services. This will not relieve the Client from his obligation to pay for hours actually worked by the temporary worker prior to this termination, suspension or withdrawal.

(8) **Restrictions and Introduction Charges.**

- 8.1 The Client will not without the prior written consent of the Business approach any temporary worker supplied by the Business with the intention of employing that worker directly or indirectly through a third party, other employment agency or employment business, or any connected party, either during an Assignment or throughout a 14 week period following the date of first supply or within 8 weeks of the end of an Assignment.
- 8.2 In the event of a breach in clause 8.1 by the Client or the consent of the Business being obtained to approach temporary workers, the Client agrees either (a) to extend the period of hire of the temporary worker for a further 12 weeks from the date the request is made to the Business under the same terms as originally agreed, after which time the worker will be deemed to be an employee of the Client and no further charges will be levied by the Business in relation to that worker other than for the work completed in the 12 week period; or (b) pay a fee of 10% of the annual salary of the temporary worker. The Business will not be liable to pay any refund of this fee in the event of the subsequent termination of such an engagement.

(9) **Confidentiality.**

- 9.1 The Client will not disclose any details of the Business's operation except to the exclusive benefit of the Business either during or after the termination of this agreement, similarly the Business will not disclose any details relevant to the Client's operation or business methods.

(10) **General.**

- 10.1 Each Contract incorporating these terms constitute the entire agreement between the relevant parties and may not be varied except in writing and within any time limits set out in this Contract.
- 10.2 Any individual clause contained within this contract that is held to be invalid or unenforceable will not invalidate the other provisions or clauses within the Contract.
- 10.3 English law will apply to the Contract and the parties agree to the non-exclusive jurisdiction of the English Courts.
- 10.4 The failure by the Client to sign or return a signed copy of the Contract will not release the Client from the obligations placed upon it by this Contract and the supply of temporary workers by the Business and the acceptance of the Client will indicate acceptance in full of the terms as expressed in this Contract.