



## TERMS OF BUSINESS FOR THE INTRODUCTION OF TEMPORARY STAFF

### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

**“Applicant”** means the person introduced by the Company to the Client for an Engagement including any members of the Company's own staff;

**“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 Applicant is introduced;

**“Company”** means Blue Enterprises Ltd

**“Engagement”** means the engagement, employment or use of the Temporary Worker by the Client whether under a contract of service or for services, or under an agency, licence, franchise or partnership agreement or any other engagement;

**“Temporary Worker”** means the person introduced by the company to the client and engaged by the client to carry out an Assignment;

**“Introduction”** means the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Company to search for a Temporary Worker; or 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 requires otherwise, 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 of Business are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1. These Terms of Business govern the basis upon which the Company introduces Temporary Workers to the Client to work on Assignments.

2.2. These Terms of Business are deemed to be accepted by the Client by virtue of its request for an interview or an interview with a Temporary Worker introduced by the Company or the Engagement of a Temporary Worker introduced by the Company.

2.3. Unless otherwise agreed in writing by a director of the Company, these Terms of Business shall prevail over any other terms of business put forward by the Company.

2.4. No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Company

### 3. PAYMENT AND CHARGES

3.1. The Client agrees to make payments to the Company in accordance with the hourly rate agreed between the Client and the Company at the commencement of the Assignment. This may be varied from time to time during the Assignment. The sums payable by the Company are comprised mainly of the Temporary Worker's remuneration which is calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) but also includes employer's National Insurance Contributions, any sums due in respect of holiday pay or any other statutory entitlement of the Temporary Worker and any travel, hotel or other expenses as may have been agreed with the Company or, if there is no such agreement, such expenses as are reasonable. Vat is added to the total fee payable.

3.2. Where the total weekly earnings of the Temporary Worker reach the lower earnings limit for National Insurance purposes during any week of an Assignment, the Client shall pay employer's National Insurance Contributions in proportion to the Temporary Worker's remuneration earned in that week. The Client shall make such payments to the Company who will in turn remit such payments to the Contributions Agency on behalf of the Client.

3.3. The Client will also pay the Company's charges for the introductory service provided. The charges shall be an agreed % of the hourly rate of the Temporary Worker multiplied by the number of hours for each week of the Assignment (or part-week if shorter) in respect of which the Temporary Worker is entitled to receive payment.

3.4. The Company's charges and the relevant payments referred to in clause 3.1 above are invoiced to the Client on a weekly basis and are payable within 7 days of the date of invoice. 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 Barclays Bank from the due date until the date of payment.

**3.5. If the temporary worker is offered a permanent or fixed term contract position, fees shall become payable in accordance with our permanent terms of business.**

### 4. RECORD OF HOURS WORKED

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 it completed before the end of a week) the Client shall sign a time sheet or other written record verifying the number of hours worked by the Temporary Worker during that week and send the time sheet or other written record to the Company.

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. The Company will monitor the working hours in accordance with the Working Time Directive.

## **5. REMUNERATION AND DEDUCTIONS**

5.1. The Client is responsible for paying the Temporary Worker and shall make such payment through the intermediary of the Company which will operate as a payroll service by passing all payments to the Temporary Worker in respect of their remuneration and making all necessary deductions in respect of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker and ensuring that those deductions together with the applicable employer's National Insurance Contributions are passed to the relevant authorities on behalf of the Client.

## **6. RE-ENGAGEMENT FEES**

6.1. The re-engagement by a Client of a Temporary Worker introduced by the Company, or the introduction by the Client of such 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 in accordance with the Company's scale of fees for permanent introductions 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,

6.2. Or if there was no Assignment, within 6 months of the introduction of the Temporary Worker by the Company. Where the Client fails to inform the Company of the annual remuneration, the introduction fee will be calculated by multiplying the charge rate x standard hours x 52 weeks x 30%. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT will be payable in addition to any fee due.

## **7. LIABILITY**

7.1. Whilst every effort is made by the Company to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to introduce them in accordance with the Client's booking details, the Company 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 Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

7.2. Temporary Workers are engaged by the Client 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 acknowledges that it is 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, bye-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 each and every Assignment.

7.3. The client is wholly responsible for the Health and Safety of the temporary worker/applicant whilst engaged by the client.

7.4. The Client shall indemnify and keep indemnified the Company against any costs, claims or liabilities incurred by the Company arising out of any Assignment or arising out of any non-compliance with clause 7.2 and/or as a result of any breach of these Terms of Business 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 by instructing the Temporary Worker to leave the Assignment immediately. The Client must notify the Company immediately in the event of the termination of any Assignment. The Company may in such circumstances reduce or cancel the charges set out in clause 3.3 above in respect of 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 Company within 48 hours of the termination of the Assignment.

8.2. The Client or the Temporary Worker may terminate an Assignment at any time with one weeks notice within the first month or four weeks notice after the first month.

8.3. The Client and the Company may terminate this Agreement upon 12 weeks' written notice to the other.

## **9. LAW**

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