

FELIXSTOWE AGENCIES Ltd.
TERMS OF BUSINESS FOR TEMPORARY WORKERS

Definitions:

1. In these terms of business the following definitions apply.

- “Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom a Temporary Worker is introduced.
- “Company” means Felixstowe Agencies Ltd.
- “Engagement” means the engagement, employment or use of a Temporary Worker by the Client on a permanent or temporary basis, whether under a contract of service or for services, under an agency, license, franchise or partnership agreement; or any other engagement.
- “Introduction” means the Clients interview of a Temporary Worker in person or by telephone, following the Client 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 a Temporary Worker and which leads to an Engagement of that Temporary Worker by the Client.
- “Temporary Worker” means the person introduced by the Company to the Client for an Engagement including any member of the Company’s own staff.

2. THE CONTRACT

- 2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an introduction to, or the Engagement of a Temporary Worker.
- 2.2 Unless otherwise agreed in writing by a Director of the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration of these Terms of business shall be valid unless approved in writing by a Director of the Company.

3. NOTIFICATION & FEES

- 3.1 The Client agrees to pay hourly charge, plus VAT, advised by the Company at the time of an Engagement. Verification and signature of the Company’s time sheet each week constitutes acceptance that a temporary worker has worked satisfactorily for the hours stated.
- 3.2 The Client agrees to pay the hourly charge advised at the time of booking.
- We provide the staff with a variety of skills and experiences. All rates are dependent on the candidate’s experience and qualifications and maybe negotiable.

These rates are all inclusive of Employers National Insurance, workplace pension contributions and working directives.

- 3.3 All charges will be invoiced weekly and are payable within 30 days directly to the Company.

4. RESPONSIBILITY FOR INCOME TAX AND NATIONAL INSURANCE

- 4.1 The Company is responsible for the payment of a Temporary Worker's remuneration and shall deduct therefrom and account for all applicable taxes (including, without limitation, any National Insurance contributions and workplace pension contributions required by law.

5. CONTRACT AND TEMPORARY TO PERMANENT ENGAGEMENT

- 5.1 If the Client wishes to engage a Temporary Worker directly under the contract of service for the defined period of time then the fee chargeable shall be 22.5% pro rata of the annualised salary subject to a minimum fee of £1000. A further fee is payable to the company by the Client for any subsequent renewal of the fixed term contract.

- 5.2 If the Client

- (a) Independently engages a Temporary Worker during or within 6 months of the termination of an Engagement; or
- (b) Introduces a Temporary Worker to other employers (including but not limited to any subsidiary or associated company of the Client with a resulting Engagement during or within 6 months of the termination of a Temporary Worker; or
- (c) The Client wishes to permanently employ a candidate during or within 6 months of the termination of a fixed term contract

a placement fee shall be payable by the Client to the Company of 22.5% of a Temporary Worker's first years gross equivalent remuneration subject to a minimum fee of £2000 plus VAT.

- 5.3 For the purpose of this clause an independent engagement shall mean any use of a Temporary Worker's services without the involvement of the Company and a Temporary Worker shall include a Temporary Worker who is supplying his/her services through a Limited Company.

6. CONDUCT AND STANDARDS

- 6.1 The Company shall make all reasonable efforts to ensure that a Temporary Worker shall:-
- (a) have suitable skills and experience for the purposes required by the Client;

- (b) efficiently and diligently perform the duties of an Engagement and such other duties as may from time to time, be assigned to a Temporary Worker by the Client;
- (c) comply with the proper instructions of the Client; and
- (d) comply with the reasonable requirements concerning conduct and standards of behaviour of the Client.

7. LIABILITY

- 7.1 The Company undertakes to make all reasonable efforts to ensure reasonable standards of skill, integrity and reliability from a Temporary Worker but no liability is accepted for any claim arising from failure to provide a Temporary Worker for all or part of an Engagement or from any loss or damage attributable to negligence, dishonesty, misconduct or lack of skill of a Temporary Worker.
- 7.2 The Company shall not be liable to the Client under or in connection with this agreement for any indirect or consequential loss or damage or any loss of or damage to profit, revenue, savings, use, contract, goodwill or business, in each case howsoever caused, including without limitation by reason of misrepresentation (whether made prior to or in this agreement), negligence, other tort, breach of contract or breach of statutory duty.

8. CANCELLATION

- 8.1 The Client undertakes to supervise a Temporary Worker assigned to them sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship. If the services of a Temporary Worker prove to be unsatisfactory, the Company may reduce or cancel the charge for the time worked by a Temporary Worker provided notification (confirmed in writing within 5 days) is received either within 4 hours of the worker commencing duties or within 2 hours where the booking is for 7 hours or less. If the Client cancels a Temporary Worker after they have arrived at the Clients premises there will a minimum charge of £20 per Temporary Worker to cover travelling costs.

9. HEALTH AND SAFETY

- 9.1 The Client shall take all reasonable precaution to ensure the health and safety of a Temporary Worker whilst on the Clients or any other premises.

10. RESPONSIBILITY

- 10.1 Temporary Workers are engaged by the Company 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 Engagement. The Client agrees to be responsible for all acts, errors and

omissions of a Temporary Worker whether wilful, negligent or otherwise as though a Temporary Worker were on the payroll for the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the working regulations, bye laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate employer's and public liability insurance cover for a Temporary Worker during all Engagements. The Client shall also advise the Company of any special health and safety matters about which the Client is required to inform a Temporary Worker. The Client will assist the Company in complying with the Company's duties under the working time regulations by supplying any relevant information about the Engagement requested by the Company and the Client will not do anything to cause the Company 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 Company of this requirement before the commencement of that week.

11. INDEMNITY

- 11.1 The Client shall indemnify and keep indemnified the Company against any costs, claims or liabilities incurred by the Company arising out of any Engagement and/or as a result of any breach of these terms by the Client.

12. VARIATIONS

- 12.1 No variations to these terms can be made otherwise than in writing signed by a Director of the Company.

13. GOVERNING LAW

- 13.1 The agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.