

Staff Select Ltd

TERMS OF BUSINESS FOR THE SUPPLY OF Temporary Workers

1. These Terms and Conditions of Business are between STAFF-SELECT and / or any subsidiaries or associates, hereinafter called the "Employment Business" and the hirer hiring the Temporary Worker (hereinafter called the "Client").

- 2. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement by the Client (which term includes employment of use whether under a Contract of Service or under an agency, licensee, franchise or partnership agreement) of a temporary worker (hereinafter called a "Temporary Worker") introduced by the Employment Business.
- 3. The Client agrees to pay the hourly charge of the Employment Business advised at the time of the confirmation. The Client agrees to verify and sign the Employment Business time sheets each week. Signature of such time sheets by the Client constitutes acceptance that the Temporary Worker's services have been provided for the hours indicated on the time sheets and that such services have been satisfactory. Travelling, hotel or other expenses as may be agreed shall be itemised on the Employment Business invoices in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on an hourly basis at rates varying according to the number of hours required in any one week. VAT shall be charged in addition.
- 4. Charges which largely represent remuneration paid are invoiced weekly and are payable within 30 days of the Employment Business invoice.
- 5. The Employment Business assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance, National Insurance Contributions and the administration of Schedule "E" Income Tax (PAYE), applicable to the Temporary Worker as required by law.
- 6. The engagement of use by a Client of a Temporary Worker or former Temporary Worker introduced by the Employment Business for a definite or indefinite period, or the introduction of such Temporary Worker to other employers with a resulting engagement or where applicable, if the temporary worker has become incorporated under a limited company, the engagement use or introduction of that limited company renders the Client subject to the payment of an introduction fee calculated at 8% of the annual commencing gross taxable remuneration and taxable emoluments payable by the Client to the worker concerned, provided that the engagement takes place within a period of six months from the termination of any temporary assignment, or within six months of the introduction of the temporary worker, whichever is larger. Where the amount of the annual commencing remuneration is not readily ascertainable, the fee will be calculated as a multiple of 160 times the hourly charge at which the Temporary Worker was last supplied to the Client by the Employment Business to the Client in the event of the subsequent termination of such engagement.
- 7. 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 workers and further to provide them in accordance with booking detail no liability will be accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any particular Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Workers provided.
- 8. The client undertakes to supervise the Temporary Worker(s) assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship but if the services of the worker prove to be unsatisfactory, the Employment Business may reduce or cancel the charge for the time worked by that Temporary Worker, provided that the Temporary Worker leaves the assignment immediately and that notification, which must be confirmed in writing within five days, is received, either, Within four hours of the worker commencing duties where the booking is for more than seven hours or Within two hours for bookings of seven hours or less
- 9. Temporary workers provided by the Employment Business are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the worker reports to take up duties and for the duration of the assignment and the Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise, as though the Worker were on the payroll of the client and the client will, in all respects, comply with all statutes, by-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 provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all assignments, but excluding the matters specifically mentioned in paragraph 5 above.

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- 9.1 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims and liabilities incurred by the Employment Business arising out of the Engagement of the Temporary worker by the Client.
- 9.2 The client will not re-engage a temporary worker in their employment or in connection with their business within a six month period of the said temporary worker ending their current assignment via any other employment business or without prior consent from Staff Select Limited.
- 10. These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the courts of England & Wales