



## Terms & Conditions Of Business – Temporary Staff

### 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 Premier Recruitment Solutions Ltd / or any subsidiary or associated company of Premier Recruitment Solutions Ltd;

“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; any agency, license, franchise or partnership arrangement, or any other engagement;

“Temporary Worker” means the temporary worker whose services are supplied by the Employment Business to the Client, including where appropriate, a body corporate;

“Introduction” means 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 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 the convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1 These Terms govern 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 a Director of the Employment Business in writing.

2.3 Unless otherwise agreed in writing by a Director of the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward 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 are comprised mainly of the Temporary Worker’s remuneration (including Holiday Pay under the Working Time Regulations 1998) but also include the Employment Business fees, 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 30 days of the date of invoice without set-off or deduction. 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 Lloyds/TSB from the due date until the date of payment. In the event that the Client fails to make payment in full in accordance with these terms, the Client acknowledges that the Employment Business will be entitled to treat the failure to make payment as evidence of the Client’s insolvency for the purpose of 123 of the Insolvency Act 1986.

### 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. This form contains the Terms and Conditions of Business and a signature confirms acceptance of these Terms. The Client acknowledges the importance to the Employment Business of the time sheets and the contractual nature of the time sheets.

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.

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## **5. REMUNERATION**

5.1 The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration (including Holiday Pay under the Working Time Regulations 1998) 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 the 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 in accordance with the accompanying 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, or if there was no Assignment, within 6 months of the introduction of the Temporary Worker by the Employment Business. Where the Client fails to inform the Employment Business of the Remuneration, the introduction fee will be calculated by multiplying the hourly charge of the Employment Business for the Temporary Workers services by 300. No rebate 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 form 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 the Temporary Worker for all or part of the period of the 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 the 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 under 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 as though he was 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, 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. The Client will also 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.

7.3 The Client shall indemnify and keep indemnified the Employment Business against all costs, claims or liabilities incurred by the Employment Business arising out of any Assignment 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.

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**9. LAW**

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

**10. THE FOLLOWING TERMS RELATE TO THE SUPPLY OF TEMPORARY WORKERS AS DRIVERS OF "O" LICENSED VEHICLES**

(Hereinafter called "the drivers").

10.1 Temporary Drivers are supplied by the Employment Business on the sole understanding that the Client holds an operator's license under the Transport Act 1968 when required.

10.2 As far as is possible, the Employment Business will check references of drivers and will examine driving licenses and permits; notwithstanding this, the Client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licences and permits, driver's hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic and liability insurances including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.

The Client shall on request permit the Employment Business to inspect its operator's licence and policies of insurance for the vehicles to be driven by the Temporary Worker.

10.3 To assist Clients in complying with the relevant provisions of the Transport Act, the Employment Business agrees to provide the Client upon request with such information as is available to the Employment Business about any driving assignments carried out by the driver in the seven days immediately preceding the commencement of an Assignment with the Client, providing the driver shall have worked for a client of the Employment business during those seven days.

10.4 Drivers are excluded from the scope of the Working Time Regulations 1998.

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