

SUPPLYING TEMPORARY STAFF SERVICES CLIENT TERMS OF BUSINESS

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 which the Temporary Worker is supplied;

"The Employment Business" means Medical Centre Recruitment Limited of Office 41, South Tees Business Centre, Enterprise Court, Puddlers Road, Middlesbrough, TS6 6TL.

"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; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which he is an officer or employee

"Temporary Worker" means the individual whose services are supplied by the Employment Business to the Client.

"Introduction" means (i) 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 (ii) 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.

1.1. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.2. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the Client for 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 the Employment Business in writing.

2.3. Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered 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 or contracted by the Client (to the nearest quarter hour), whichever is greatest. The charges are comprised of the Temporary Worker's remuneration and holiday pay, the Employment Business' commission, recruiting and administrative cost's. Employer's national insurance contributions and travel expenses, are charged in addition to the quoted hourly rate. Hotel or other expenses deemed necessary would be agreed with the Client prior to placement. VAT will be charged at the standard rate.
- 3.2. The charges are invoiced to the Client on a weekly basis and are payable within seven days. The Company reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.3. Once written or verbal confirmation of a placement has been received, any cancellation made less than 24 hours before commencement will be charged at full rate. This charge will be reduced to £10 for cancellations received with more than 24 hours notice.

### 4. TIMESHEETS

- 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.
- 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.

### 5. REMUNERATION

- 5.1. The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration 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. Introduction fees will become chargeable should any Temporary Worker become directly employed by the Client or be introduced to a third party who then becomes directly employed by the third party. Introduction fees will be calculated at 300 times the employment business hourly rate, an extended period of hire for 12 months or flat fee of £995. Introduction fees apply should any Temporary Worker become directly employed by the Client or Third Party within either 14 weeks of the start of the first assignment or within 26 weeks of the end of any assignment, whichever period ends later. Where there has been a break of more than 42 days between assignments this will break continuity for the purpose of calculating the start of the 14 week period and the later assignment will be taken as the first assignment.

### 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 from 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 any Temporary Worker for all or part of the period of 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 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 not the employees of the Employment Business but 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 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, Health and Safety At Work Act etc, 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.
- 7.3. The Client shall 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.
- 7.4. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clause 7.2 and 7.3 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 The Temporary Worker may terminate an Assignment, with reasonable notice,

should they feel the work is not appropriate to their level of skill and capability.

The Employment Business may terminate an Assignment with the Client should there be evidence to prove that the Client is not operating under the required terms and conditions of this contract.

9. LAW

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

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Signed for and on behalf of Medical Centre Recruitment Ltd

Date\_\_\_\_\_

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Signed for and on behalf of

Date\_\_\_\_\_