

Berkeley Scott Ltd - Terms of business - Temporary

1. DEFINITIONS.

1.1 In these terms of business the following apply:

"Assignment" means the period during which the Temporary Worker is supplied by the Employment Business to render services to the Client;

"AWR" means the Agency Workers Regulations 2010

"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 or introduced.

"The Employment Business" means Berkeley Scott Ltd of 1st Floor Sherborne House, 119-121 Cannon Street, London, EC4N 5AT.

"Engages/Engaged/Engagement" means (i) the engagement, employment or the use of the Temporary Worker directly by the Client or any third party or through any other Employment Business in a permanent or temporary basis, whether under a contract or service or of services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee.

"Information Request" means a request made by a Temporary Worker to the Employment Business or the Client, in accordance with the AWR.

"Introduction/Introduced/Introducing" 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 supply a Temporary Worker; or (ii) the passing of the Employment Business to the client of a curriculum vitae or information which identifies the Temporary Worker.

"Qualifying Rights" means rights acquired by a Temporary Worker after a 12 week qualifying period as defined under the AWR.

"Temporary Worker" means the individual who is introduced by the Employment Business to render services to the Client.

2. THE CONTRACT

2.1 These terms and conditions of business regulate the agreement between the "Employment Business" and the "Client".

2.2 These terms and conditions are deemed to be accepted upon the introduction to the Client of a Temporary Worker, or by virtue of its request for, interview with or the Engagement by the Client of the Temporary Worker introduced by the Employment Business.

3. CHARGES

3.1 The Client agrees to pay the hourly charge of the employment business advised at the time of the booking, this will include the temporary workers hourly rate, statutory holiday pay, our commission, employers NI contributions and any other statutory amount.

3.2 The Client agrees to verify and sign the Employment Business time sheets each week. Signature of such timesheets or written confirmation by the Client constitutes acceptance that the Temporary Workers service has been provided for the hours indicated on the time sheets, any deduction of breaks and that such service have been provided satisfactorily. Travelling, hotel or other expenses as may be agreed shall be itemised on the Employment Business's invoice in addition to this charge. These charges will be those in force at the time of the Assignment and may be amended to take account of any additional statutory entitlements or enhanced rates that the temporary worker may become entitled to. 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. Value Added Tax shall be charged in addition at the rate applicable at the invoice date.

3.3 Charges are invoiced weekly and are payable within 7 days of the date of the Employment Business' invoice. The Employment Business reserves the right to charge interest on any overdue amount.

A range of eight percent above the Employment Business bank's base lending rate will apply, calculated on a day to day basis, as from the due date of the invoice until the day of payment.

3.4 A minimum of 6 hours per booking will be charged for all staff.

3.5 Any timesheet and invoice queries must be addressed to Berkeley Scott in writing within 7 days of receiving an invoice otherwise they are deemed payable.

4. PAYMENT OF THE TEMPORARY WORKER.

4.1 The Employment Business assumes responsibility for the payment of the Temporary Workers remuneration, and where appropriate, for the deduction and payment of national Insurance contributions, PAYE income tax and pension contributions applicable to the Temporary Worker.

5. TRANSFER AND INTRODUCTION FEES

5.1 In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, within either the duration of the assignment, or 14 weeks from the start of the first assignment (the first Assignment being each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or 8 weeks from the day after the last day the Temporary Worker worked on that Assignment, the Client shall be liable, subject to electing by providing the Employment Business with 3 days written notice prior to the engagement, to either an extended period of hire or a transfer fee which, unless otherwise agreed, will be either an extended period of hire of 16 weeks during which the client shall pay the current hourly charge agreed pursuant of clause 3 for each hour the temporary worker is so employed or supplied; or a transfer fee as outlined below;

Salary	Fees
Up to £29,999	20%
£30,000 - £ 59,999	25%
£ 60,000+	30%

5.2 In the event that there is an Introduction of a Temporary Workers to the Client which does not result in the supply of the Temporary Workers by the Employment Business to the Client, but which leads to Engagement by Client of the Temporary worker either (1) directly or (2) pursuant to being supplied by another employment business within 12 months of the date of the introduction the Client shall be liable, subject to electing by providing the Employment Business with 3 days written notice prior to the Engagement, to either an extended period of hire of 16 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3 for each hour the Temporary Worker is so employed or supplied; or an introduction fee which shall be calculated as per the table above during the first 12 months of the engagement or, if the actual amount of the remuneration is not known the current rate multiplied by 250.

5.3 In the event that the Engagement referred to above of a Temporary Worker is for a term of less than 12 months the fee under 5.1 and 5.2 will apply pro-rata, although if that initial term is extended (or if the Temporary Worker is re-engaged within 3 months of the termination of the initial Engagement), the client shall be liable to pay a further fee based on the remuneration applicable for the period of the second Engagement up to termination of the first anniversary of the commencement, whichever is sooner.

5.4 In the event that the Temporary Worker, supplied to a Client by the Employment Business is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within whichever is the longer of either worker *14 weeks from the start of the first assignment(each new assignment where there has been a break of more than 42 days(6 weeks)since the end of the previous Assignment shall also be considered to be the 'first assignment' for these purposes); or * 8 weeks from the day after the last day the Temporary Worker worked on the Assignment. The Client shall be liable to pay a transfer fee calculated in accordance with clause 5.1.

5.5 In the event that a Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party 6 months from the date of introduction the Client shall be liable to an introduction fee calculated in accordance of clause 5.2.

5.6 No refunds or rebates are payable in respect of the charges of the Employment Business outlined either under Clause 3 or this Clause 5.

6. LIABILITY

6.1 Temporary Workers are engaged by the Employment Business 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 agrees to be 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 in particular the provision of adequate Employers and Public liability Insurance cover for the Temporary Worker during all assignments. The Client will assist the Employment Business in complying with the Employment Business's duties under the working time regulations by supplying 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.

6.2 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 booking details, 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 a booking or from the negligence, dishonesty, misconduct or lack of skill of the temporary worker provided. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

6.3 The Client shall indemnify and keep indemnified the Employment Business against any cost, claims or liabilities incurred by the Employment business arising out of any Assignment or engagement of a Temporary Worker and/or as a result of any breach of these terms by the client.

7. TERMINATION

7.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Clients satisfaction with the Temporary Worker standard 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 the Temporary Worker, provided that the assignment terminates:
i) Within 4 hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
ii) 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 with 48 hours of the termination of the Assignment.

7.2 Any of the client, the Employment Business or the temporary work may terminate an assignment at any time without prior notice and without liability.

8. VARIATION

8.1 No variation can be made to these terms without the written consent of a director of the Employment Business.

9. ENGAGEMENT OF BERKELEY SCOTT

9.1 In the event that a Client should wish to offer fulltime employment to the employee of Berkeley Scott Ltd who they have been introduced to as a result of working with the company, and in the event that an offer should be made within a six month period of working with that employee, a fee will be charged, please refer to clause 2.5 of Berkeley Scott's Permanent Terms.

10. AGENCY WORKERS REGULATIONS

To enable the Employment Business to comply with its obligations under the AWR;

10.1 Before the commencement of an Engagement the Client will notify the Employment Business if the Temporary Worker has previously carried out work for the Client at any time after 1st October 2011, whether as a Temporary Worker supplied to the Client by the Employment Business or by any other temporary work agency or third party and will provide details of the dates of any and all previous Engagements the duties performed by the Temporary Worker the rate of pay paid to the Temporary Worker in respect of each assignment and any benefits provided to him and the location at which the Temporary Worker worked;
10.2 The Client shall, upon being requested to do so by the Employment Business, provide the Employment Business with reasonable assistance (including providing the Employment Business with all relevant information etc) to enable the Employment Business to verify that the rights of the Temporary Worker under the AWR are complied with, and that any Temporary Worker who has acquired Qualifying Rights receives basic pay, shift pay, overtime, rest breaks and any bonuses to which they are entitled under the AWR;
10.3 Before any Temporary Worker commences a placement for the Client, the Client shall provide the Temporary Worker with a copy of the relevant sections of the Client's Handbook (or equivalent) or details of the Client's facilities available to the Temporary Worker and details of how to access information about vacancies and any other documents or policies notified by the Client from time to time. The Client shall ensure that the Temporary Worker has access to the same facilities and vacancy information as any comparable permanent workers from the first day of engagement

10.4 The Client shall, as soon as reasonably practicable (and within 7 days in each and every case), inform the Employment Business if it reasonably believes any Temporary Worker supplied by it may not be receiving any equal rights that they are entitled to, or provision has not been made for any Temporary Worker to receive such rights, under the AWR.

11. INFORMATION REQUESTS BY CANDIDATE

11.1 The Employment Business will throughout the duration of this agreement notify the Client as soon as reasonably practicable (and in any event no later than 5 working days after receipt) that the Temporary Worker has made an Information Request.

11.2 The Client will be responsible for responding to an Information Request, or any part of an Information Request that relates to a Temporary Worker's access to information or facilities at the Client's premises, or access to collective facilities or amenities provided by the Client and will respond to the request within 7 days and will send a copy of the response to The Employment Business at the time the reply is sent to the Temporary Worker.

11.3 The Employment Business will be responsible for responding to an Information Request, or any part of an Information Request that they receive that relates to the Temporary Worker's pay and working conditions subject always to the Client's obligations under this Clause 11 to provide such assistance and information as is necessary to enable the Employment Business to do so.

11.4 The Client agrees that it will provide such assistance as is reasonably necessary to enable The Employment Business to respond to an Information Request and will provide comments on the terms of any draft response prepared by The Employment Business within 5 working days of being requested to do so and in particular will provide any and all information required to enable the Employment Business to inform the Temporary Worker of any relevant information which explains the basis on which it is considered that any potentially comparable permanent employee is or is not comparable.

11.5 If the Client receives an Information Request from a Temporary Worker, it will notify the Employment Business as soon as practicable and in any event no later than 5 days after receipt and will not respond directly to any such request without the consent of The Employment Business. The Employment Business reserves the right to respond on the Client's behalf in relation to any request made by a Temporary Worker concerning the Temporary Worker's pay and conditions.

12. PREGNANT WORKERS

12.1 The Employment Business will notify the Client if it becomes aware that the Temporary Worker on Placement with the Client (or being considered for placement) is pregnant, has given birth within the last six months, or is breastfeeding, subject to the Temporary Worker giving her consent to this.

12.2 The Client will conduct a health and safety risk assessment of the work undertaken by the Temporary Worker. If there is a health and safety risk, the Client will notify the Employment Business.

12.3 If it is reasonable to do so, the Client will make an adjustment to remove the risk. If it is not reasonable for the Client to make an adjustment, the Employment Business will offer the Temporary Worker alternative work, or if that is not possible, pay herein accordance with its obligations under the AWR 2010.

12.4 The Employment Business will pay any Temporary Worker who has acquired Qualifying Rights paid time off to attend ante-natal appointments but the Employment Business shall recharge the cost of such time to the Client.

Print Name: _____ Signed: _____ Date: _____

Position: _____ Company: _____