

TERMS OF CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF TEMPORARY STAFF

1. DEFINITIONS

In these Terms of Business the following definitions apply:-

"Agent"	means NAM Retail Services whose registered office is at Sitwell House, Babington Lane, Derby, DE1 2JT;
"Assignment"	means the period during which the Temporary Worker is engaged by the Company to render services to the Company;
"Company"	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 introduced;
"Engagement"	means the engagement, employment or use of the Temporary Worker by the Company whether under a contract of service or for services, or under an agency, licence, franchise or partnership agreement or any other engagement;
"Temporary Worker"	means the person introduced by the Agent to the Company and engaged by the Company to carry out an Assignment;
"Introduction"	means the Company's interview of a Temporary Worker in person or by telephone, following the Company's instruction to the Agent to search for a Temporary Worker, or the passing to the Company of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Company.

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

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

2. THE CONTRACT

These Terms of Business govern the basis upon which the Agent introduces Temporary Workers to the Company to work on Assignments.

These Terms of Business are deemed to be accepted by the Company by virtue of its request for an interview or an interview with a Temporary Worker introduced by the Agent or the Engagement of a Temporary Worker introduced by the Agent.

Unless otherwise agreed in writing by a Director of the Agent, these Terms of Business shall prevail over any other terms of business put forward by the Company.

No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of the Agent.

3. PAYMENT AND CHARGES

- 3.1 The Company agrees to make payments to the Agent in accordance with the hourly rate agreed between the Company and the Temporary Worker at the commencement of the Assignment and as may be varied from time to time during the Assignment. The sums payable by the Company are comprised mainly of the Temporary Worker's remuneration which is calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) but also include employer's National Insurance Contributions, any sums due in respect of holiday pay or any other statutory entitlement of the Temporary Worker and any travel, hotel or other expenses as may have been agreed with the Company or, if there is no such agreement, such expenses as are reasonable.
- 3.2 Where the total weekly earnings of the Temporary Worker reach lower earnings limit for National Insurance purposes during any week of an Assignment, the Company shall pay employers' National Insurance Contributions in proportion to the Temporary Worker's remuneration earned in that week. The Company shall make such payments to the Agent who will in turn remit such payments to the Contributions Agency on behalf of the Company.
- 3.3 The Company will also pay the Agent's charges for the introductory service provided. The charges shall be 50% of the hourly rate of the Temporary Worker multiplied by the numbers of hours for each week if the Assignment (or part-week if shorter) in respect of which the Temporary Worker is entitled to receive payment. VAT is payable on the Agent's charges for its service.

The Agent's charges and the relevant payments referred to in Clause 3.1 above are invoiced to the Company on a weekly basis and are payable within 30 days. The Agent reserves the right to charge interest on any overdue amounts at the rate of 3% per annum above the base rate from time to time of National Westminster Bank from the due date until the date of payment.

4. RECORD OF HOURS WORKED

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 Company shall sign a time sheet or other written record verifying the number of hours worked by the Temporary Worker during that week and send the time sheet or other written record to the Agent.

Signature of the time sheet by the Company indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked.

5. REMUNERATION AND DEDUCTIONS

The Company is responsible for paying the Temporary Worker and shall make such payment through the intermediary of the Agent which will operate as a payroll service by passing all payments to the Temporary Worker in respect of his remuneration and making all necessary deductions in respect of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker and ensuring that those deductions together with the applicable Employer's National Insurance contributions are passed to the relevant authorities on behalf of the Company.

6. RE-ENGAGEMENT FEES

- 6.1 The re-engagement by a Company of a Temporary Worker introduced by the Agent, or the introduction by the Company of such 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 Company subject to the payment of an introduction fee calculated at 15% of the annual gross taxable remuneration and emoluments payable to the Temporary Worker, provided that the Engagement takes place within a period of 6 months from the termination of the Assignment, within 6 months of the introduction of the Temporary Worker by the Agent. Where the Company fails to inform the Agent of the annual remuneration, the introduction fee will be calculated by multiplying the total sum payable by the Company, under Clause 3 above, to the Agent with a multiplier of 250. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT will be payable in addition to any fee due.

7. LIABILITY

Whilst every effort is made by the Agent to give satisfaction to the Company by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to introduce them in accordance with the company's booking details, the Agent 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 Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Agent does not exclude liability for death or personal injury arising from its own negligence.

Temporary Workers are engaged by the Company under contracts for services. They are deemed to be under the supervision, direction and control of the Company from the time they report to take up duties and for the duration of the Assignment. The company acknowledges that it is responsible for all acts, errors or omissions of the Temporary Worker, whether willful, negligent or otherwise as though he was on the payroll of the Company. The Company will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, bye-laws, codes of practice and legal requirements to which the Company is ordinarily subject in respect of the company'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 Company shall indemnify and keep indemnified the Agent against any costs, claims or liabilities incurred by the Agent arising out of any Assignment or arising out of any non-compliance with Clause 7.2 and/or as a result of any breach of these Terms by the Company.

8. TERMINATION

The Company undertakes to supervise the Temporary Worker sufficiently to ensure the Company's satisfaction with the Temporary Worker's standards of workmanship. If the Company reasonably considers that the services of the Temporary Worker are unsatisfactory, the Company may terminate the Assignment by instructing the Temporary Worker to leave the Assignment immediately. The Company must notify the Agent immediately in the event of the termination of any Assignment. The Agent may in such circumstances reduce or cancel the charges set out in Clause 3.3 above in respect of the time worked by that Temporary Worker, provided that the Assignment terminates:-within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours: or 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 Agent within 48 hours of the termination of the Assignment.

The company or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability. The company and the Agent may terminate this Agreement upon 2 weeks' written notice to the other.

9. LAW

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

