



TERMS AND CONDITIONS FOR SUPPLYING TEMPORARY STAFF SERVICES AND CLIENT TERMS OF BUSINESS.

These are for use when supplying Temporary Workers paid by Top Solutions Recruitment Agency Ltd subject to deductions for PAYE and National Insurance Contributions.

1. DEFINITIONS.

1.1. In these Terms of Business, the following definitions apply:

“Assignment” means: the period during which the Temporary Worker is supplied by Top Solutions Recruitment Agency 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 or introduced.

“The Employment Business” means: TOP SOLUTIONS RECRUITMENT AGENCY LTD.

PEEL HOUSE 34-44, LONDON ROAD, MORDEN, SM4 5BT.

“Temporary Worker” means: The individual who is introduced by Top Solutions Recruitment Agency Ltd to render services to the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. 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 Top Solutions Recruitment Agency Ltd and the Client for the supply of the Temporary Worker’s services by Top Solutions 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 or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by [a director of] Top Solutions, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Top Solutions Recruitment Agency and the Client, and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. CHARGES/FEES

3.1 Top Solutions will charge a fee an hour per temporary worker. The Client agrees to pay such hourly charge to Top Solutions Recruitment Agency Ltd as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker’s hourly rate but also include Top Solution’s commission calculated as a percentage of the Temporary Worker’s hourly rate, 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, if applicable, is payable on the entirety of these charges**.

3.2 The charges are invoiced to the Client on a monthly basis and are payable within 30 days.

3.3 *There are no rebates payable in respect of the charges of Top Solutions Recruitment Agency [**other than those set out in clause 6 below].

4. INFORMATION TO BE PROVIDED

4.1. When making an Introduction of a Temporary Worker to the Client, Top Solutions shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience,

training, qualifications and any authorisation required by law or a professional body to work in the Assignment, whether the Temporary Worker will be employed by Top Solutions Recruitment Agency under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

5. TIME SHEETS

5.1 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) the Client shall sign Top Solutions' time sheets verifying the number of hours worked by the Temporary Worker during that week.

5.2 Signature of the time sheets by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheets produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform Top Solutions as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Top Solutions to enable the Top Solutions to establish what hours, if any, were worked by the Temporary Worker.

Failure to sign the time sheets does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign a time sheet on the basis that he/she is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work, the Client should apply the provisions of clause 10.1 below.

6. PAYMENT OF THE TEMPORARY WORKER

6.1 Top Solutions Recruitment Agency Ltd assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003*.

7. TRANSFER AND INTRODUCTION FEES

7.1 Transfer Fees where a Temporary Worker has been supplied:

7.1.1 In the event of the Engagement by the Client of a Temporary Worker supplied by Top Solutions on an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment the Client shall be liable, subject to electing by giving seven days prior notice, to either:

(a) An extended period of hire of the Temporary Worker being 12 weeks during which the Client shall pay the Charges for each hour the Temporary Worker is so employed or supplied; or

(b) A Transfer Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the Charges multiplied by £200. No refund of the Transfer Fee will be paid in the event of the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the Client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

7.2 Introduction Fee where a Worker is introduced but not supplied:

7.2.1 In the event where there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by Top Solutions to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being introduced by another employment business within six months from the date of Introduction the Client shall be liable, subject to electing upon giving seven days' notice period to either:

(a) A period of hire of the Temporary Worker being 8 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Temporary Worker is so employed or supplied; or

(b) An Introduction Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of Remuneration is not known, the Charges multiplied by £200. No refund of the Introduction Fee shall be paid in the event of the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the Client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due 3.

7.3 In the event of the Engagement where the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 7.1.1(b) or 7.2.1(b), calculated as a percentage of the Remuneration, shall apply pro rata.

If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within three months of the termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable to the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first Engagement of its commencement, whichever is sooner.

7.4 INABILITY TO SUPPLY DURING THE PERIOD OF HIRE:

7.4.1 If the Client elects for a period of hire, as set out in clauses 7.1.1(a) or 7.2.1(a) but before the end of such period Engages the Temporary Worker supplied by Top Solutions either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for the period of hire, the Transfer or Introduction Fee calculated in accordance with either clause 7.1(b) or clause 7.2(b) may be charged, reduced by such percentage to reflect the period of hire already undertaken by the Temporary Worker and paid for by the Client.

7.4.2 Where a period(s) of absence due to illness or injury prevents the Temporary Worker from being employed or supplied for four or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence.

Where Top Solutions pays the Temporary Worker SSP during the period of hire an equivalent amount shall be charged to and be payable by the Client in addition to the Charges agreed pursuant to clause 3.1.

7.5 Transfer Fee where there has been an Introduction to and Engagement by a third party:

7.5.1 In the event where 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 during the Assignment the Client shall be liable to pay a Transfer Fee calculated in accordance with clause 7.1.1(b).

7.6 Introduction Fee where there has been an Introduction but not supply resulting in Engagement by a third party:

7.6.1 In the event where there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by Top Solutions to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within six months from the date of Introduction the Client shall be liable to an Introduction Fee calculated in accordance with clause 7.2.1(b).

8. LIABILITY.

8.1 Whilst every effort is made by Top Solutions 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, Top Solutions 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, Top Solutions does not exclude liability for death or personal injury arising from its own negligence.

8.2 Temporary Workers supplied by Top Solutions are engaged under contracts for services*.

They are not the employees of Top Solutions 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 the Temporary Worker 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 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

8.3 The Client shall advise Top Solutions of any special health and safety matters about which Top Solutions is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment.

8.4 The Client will assist Top Solutions in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by Top Solutions and the Client will not do anything to cause Top Solutions 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 Top Solutions of this requirement before the commencement of that week.

8.5 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

8.6 The Client shall indemnify and keep indemnified the Top Solutions against any costs, claims or liabilities incurred by Top Solutions arising out of any Assignment or arising out of any non-compliance with clauses 8.2, 8.3 and 8.5 and/ or as a result of any breach of these Terms by the Client.

9. SPECIAL SITUATIONS

9.1 Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:

- Copies of any relevant qualifications or authorisations of the Temporary Worker, and
- Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment.

If Top Solutions is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

10. TERMINATION

10.1 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 Top Solutions to remove the Temporary Worker.

Top Solutions 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 Top Solutions Recruitment Agency Ltd within 48 hours of the termination of the Assignment.

10.2 Any of the Client, Top Solutions or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

10.3 The Client shall notify Top Solutions immediately and without delay and in any event within [24] hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

10.4 Top Solutions Recruitment Agency Ltd shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability

11. LAW

11.1 These Terms are governed by the law of [*England & Wales*

12. Staffing Services acceptance form

ACCEPTANCE OF PROPOSAL & TERMS & CONDITIONS OF TRADING:

Company Name: _____

Name of Authoriser _____

Signature of Authoriser _____

Position Title of Authoriser: _____

Email of the Authoriser _____

The Authorised hereby accepts the Supply Chain Temporary Staff or Contractor proposal from **Top Solutions Recruitment Agency Ltd** and agrees to the Recruitment Services Fees outlined in the proposal, the Terms & Conditions of Trading and agrees to be these terms and conditions.

Date Authorised _____ / _____ / _____

Top Solutions Recruitment Agency Ltd Registered in England and Wales. Company No: 10354367, VAT No.