

## AARON WALLIS CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF

Aaron Wallis Recruitment and Training Limited (of Norfolk House (East), 499 Silbury Boulevard, Central Milton Keynes, Buckinghamshire, MK9 2AH. Registered in England No. 6356563) confirms to its Clients that it is acting as an agency for the purpose of the introduction of Applicants, in its capacity as an Employment Business (in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 - as amended from time to time).

Aaron Wallis expects Clients to act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to engage an Applicant.

1. These Terms of Business are between Aaron Wallis Recruitment and Training Limited and/or any subsidiaries or associated hereinafter called "Employment Business " and hirer hiring the Temporary Worker (hereinafter called the "Client")

2. These Terms and Conditions are deemed to be accepted by the Client (Which term includes employment or use whether under a Contract of Services or for Services under an agency, licensee, franchise or partnership agreement) of a temporary worker (hereinafter called a "TEMPORARY WORKER") introduced by the Employment Business.

3. The Client agrees to pay the hourly charge of the Employment Business advised at the time of the booking and to sign the Employment Business time sheet to verify the hours worked. Travelling, hotel or other expenses as may be agreed shall be itemised on the Employment Business invoice in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. 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. VAT shall be charged in addition.

4. Charges which largely represent remuneration paid are invoiced weekly and are payable within 30 days of the Employment Businesses Invoice. A surcharge of 10% will be incurred by the Client for each period of 30 days of delayed payment in excess of the initial 30 days.

5. The Employment Business assumes responsibility for payment of remuneration deducted and payment of statutory contributions respects of Earnings Related Insurance and administration of Schedule E Income Tax (PAYE), applicable to the Temporary Workers as required by law.

6. 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; 30 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 either an extended period of hire as set out below or a Transfer Fee as calculated below. The Client must give the Employment Business 7 days written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Transfer Fee. 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. The Transfer Fee shall be such proportion of the amount calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charge multiplied by 375 or as set out in Aaron Wallis Permanent Terms of Business, available on request: Where the Temporary Worker supplied has been directly or indirectly Engaged by the Client within 13 weeks from the commencement of the Assignment the Transfer Fee shall be 100% of the above. Where the Temporary Worker supplied has been directly or indirectly Engaged by the Client more than 13 weeks but less than 26 weeks from the commencement of the Assignment the Transfer Fee shall be 50% of the above. Where the Temporary Worker supplied has been directly or indirectly Engaged by the Client more than 26 weeks after the commencement of the Assignment the Transfer Fee shall be 25% of the above.

7. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standard of skills, integrity and reliability from workers and further to provide them in accordance with booking details. No liability will be accepted by the Employment Business for any loss, expenses, damages 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 any Temporary Workers provided.

8. The Client undertakes to supervise the Temporary Worker(s) assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship but if the services of the worker prove to be unsatisfactory, the Employment Business may reduce or cancel the charge for the time worked by the Temporary Worker provided that the Temporary Worker leaves that assignment immediately, and that notification which must be confirmed in writing within five days is received either:

- (a) within four hours of the worker commencing duties where the booking is for more than seven hours
- (b) within two hours for the booking of seven hours or less

9. Temporary Workers provided by the Employment Business are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the worker reports to take up duties. And for the duration of the assignment The Client agrees to be responsible for all acts, errors and omissions, be they wilful, negligent or otherwise, as though the Workers were on the payroll of the Client. The Client will, in all respects, comply with all statutes, by-laws, and legal requirements, to which the Client is ordinarily subject in respect of the Client's own staff. Including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all assignments but excluding matters specifically mentioned in Paragraph 5 above.

10. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims and liabilities incurred by the Employment Business arising out of the engagement of the Temporary Worker by the Client.

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

#### **SCHEDULE 1: SCALE OF FEES**

Our charge rate will be : £ per hour

This is made up as follows:

Worker's rate	:
Employer's NI Contributions	:
Worker's holiday entitlement	:
Payroll and management charge	:

**AGREEMENT to AARON WALLIS TERMS of BUSINESS for the SUPPLY of TEMPORARY WORKERS**

**Advertising**

To enable Aaron Wallis to advertise your vacancies at no cost to yourself please place a mark in your preferred choice of advertising options:

- I confirm that Aaron Wallis Recruitment and Training Limited can advertise vacancies on our behalf (at no cost to ourselves) either confidentially or using our company name and logo. I also confirm that I am authorised to agree to a third party using our company name and logo
- I confirm that Aaron Wallis Recruitment and Training Limited can advertise vacancies (at no cost to us) confidentially on our behalf.
- As this role is confidential I do not wish Aaron Wallis Recruitment and Training Limited to advertise our vacancies

**Agreement to Terms**

I confirm that the information supplied to Aaron Wallis Recruitment and Training Limited may be used for Recruitment and Consulting purposes under the Data Protection Act

I confirm that I am duly authorised to acknowledge and accept the Terms and Conditions of business for the supply of temporary staff.

Signed:

Name: .....

Position: .....  
.....

Date: .....

On behalf of:  
(Company Name)  
.....

Invoice Information:  
(please circle)      Is a purchase order required:      YES      NO

Invoice Addressee      To whom should we address our invoices:  
  
Name: .....  
Position .....  
Address: .....  
.....  
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