

TERMS OF BUSINESS – TEMPORARY STAFF

1. THE CONTRACT

- 1.1 All and any business undertaken by Bailey Employment Services Ltd (BES) and the Client hiring the worker (the Hirer) is transacted subject to the conditions hereinafter set out (the Terms).
- 1.2 In the event of conflict between these conditions and any other terms and conditions, the former shall prevail unless expressly agreed to the contrary by BES in writing.
- 1.3 These Terms shall be the entire agreement between the Hirer and BES and cancel all previous terms and charges, no variation of these Terms shall be valid and binding unless confirmed in writing by a Director of BES.
- 1.4 These Terms govern the supply of the temporary workers services by BES to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or engagement of the temporary worker.
- 1.5 The Hirer accepts that by placing a booking with BES, BES may advertise to recruit suitable people.
- 1.6 If any provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall to that extent be severed from the remaining Terms which shall be valid to the fullest extent permitted by law.
- 1.7 These Terms are governed by English law and are subject to the exclusive jurisdiction of the English courts.

2. CHARGES AND TIMESHEETS

- 2.1 The Hirer shall pay an hourly charge in respect of each person supplied by BES at the agreed rate and any other charges set out for each hour worked. All charges are subject to VAT.
- 2.2 The minimum charge period for each person supplied by BES will be eight hours per day. The following overtime rates apply unless otherwise agreed.

Mon to Fri over 8 hours daily	Time and a half
Saturday	Time and a half
Sunday & Bank Holiday	Double time

- 2.3 The charges are invoiced to the Hirer on a weekly basis, and it shall be a condition of these Terms that all monies due under this agreement shall be paid by the Hirer within 7 (SEVEN) days of delivery of an invoice by BES.
- 2.4 Any breach of the condition in clause 2.3 shall entitle BES to terminate without prior notice each and every agreement concluded under these Terms between BES and the Hirer.
- 2.5 Time for payment shall be of the essence of the contract. BES reserves the right to charge interest on overdue amounts at the rate of 5% (FIVE PERCENT) per annum over the base rate from the due date until the date of payment.
- 2.6 The Hirer shall provide, sign, confirm or agree the number of hours worked each week (the Timesheet) during the engagement of a temporary worker; this may be in electronic format.
- 2.7 The Hirer accepts responsibility for ensuring that all working time is recorded on the Timesheet;
- 2.7.1. for the avoidance of doubt the Hirer and BES agree that temporary workers working time shall include any time spent training, including any inductions and periods of availability.
- 2.8 Providing, signing, confirming or agreeing to, such Timesheets by the Hirer constitutes acceptance by the Hirer that the temporary worker's services have been provided for all the hours indicated on the Timesheets and that such services have been satisfactory.
- 2.9 Failure to provide, sign, confirm, or agree the Timesheet does not absolve the Hirer's obligation to pay the charges in respect of the hours worked.
- 2.10 The Hirer shall not be entitled to decline to sign a Timesheet on the basis that it is dissatisfied with the work performed by the temporary worker. In the event that the Hirer is dissatisfied with the work of temporary worker the provisions of clause 4 shall apply.
- 2.11 The Hirer's obligations under this clause shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.
- 2.12 In the event that the Hirer disputes an invoice or any part of it the Hirer shall notify BES within 30 days of the date of the invoice from which the query arises. BES will be unable to investigate any payment queries arising outside of this time period and no refund will be due.

3. PAYMENT TO TEMPORARY WORKERS

- 3.1 BES assumes responsibility for payment of remuneration to the temporary workers, and where appropriate for any deductions and payments required by law.

4. SUITABILITY OF TEMPORARY WORKERS

- 4.1 The Hirer should satisfy itself within four hours from the time that the temporary worker begins to render services for or on behalf of the Hirer, that the services are satisfactory.
- 4.2 In the event that the services of a temporary worker fail to satisfy reasonable standards of the Hirer, the charge aforesaid shall not be payable by the Hirer provided that the Hirer has;
- 4.2.1. dispensed with the temporary workers services immediately upon such dissatisfaction; and
- 4.2.2. has notified BES of such dismissal not later than four hours from the time that person began to render services to or on behalf of the Hirer.

5. TERMINATION

- 5.1 The Hirer, BES or the temporary worker may terminate an assignment at any time without prior notice, subject to the provisions of clause 2.2.

6. LIABILITY

- 6.1 The Hirer acknowledges that:
- 6.1.1. temporary workers work under the Hirer's supervision direction and control; and
- 6.1.2. BES do not exercise any supervision direction or control over the temporary workers on a day to day basis;
- 6.1.3. the Hirer is able to accept or reject any temporary worker introduced by BES in accordance with clause 4;
- 6.1.4. the Hirer takes sole responsibility where confidential information, equipment, or other assets are entrusted to the temporary worker by the Hirer;
- 6.1.5. the Hirer is in the sole position to assess and insure against risks arising in relation to an assignment;
- 6.1.6. the charges made by BES reflect only those of sourcing, selecting, introducing and supplying the temporary worker as agreed between BES and the Hirer, they do not indicate any acceptance of liability by BES of the temporary workers acts, errors or omissions whether wilful, negligent or otherwise, which shall be the responsibility of the Hirer.
- 6.2 BES shall not be liable for any loss, damages, expenses or delays arising out of or in connection with;
- 6.2.1. any act or omission or misrepresentation of the temporary worker, including arising from the negligence, dishonesty, misconduct or lack of skill of the temporary worker;
- 6.2.2. any failure by BES to provide a temporary worker for completion of the assignment;
- 6.2.3. the delivery or issue of induction documents or materials by BES on behalf of the Hirer;

- 6.2.4. any failure by the Hirer to comply with all statutory provisions in force from time to time;
- 6.2.5. any special, indirect or consequential damages or loss;
- 6.2.6. any loss of profit, business, revenue, goodwill, anticipated savings, and/or any claims made under third party contracts, arising out of any failure of BES to perform its obligations under these terms.
- 6.3 Subject to the provisions above, with respect to its own negligence, wrongful acts or omissions BES's liability will be limited (so far as permitted by law) to a maximum of £5 million per claim.
- 6.4 Nothing in this clause shall limit or exclude the liability of BES for;
- 6.4.1. death or personal injury resulting from its own negligence;
- 6.4.2. fraud or fraudulent misrepresentations;
- 6.4.3. any other loss which cannot be excluded by law.

7. INDEMNITIES

- 7.1 The Hirer shall indemnify BES against any costs, claims, expenses, damages or liabilities incurred by BES arising out of or in connection with;
- 7.1.1. any breach of these terms by the Hirer, its employees or agents;
- 7.1.2. any breach of applicable laws, statutes and regulations by the Hirer, its employees, agents or a third party including but not limited to those set out in clause 10.2.
- 7.1.3. any failure by the Hirer to provide accurate information requested under the Agency Worker Regulations 2010 (AWR) or to inform BES of any changes to any information provided.
- 7.1.4. any matter relating to the driving, carrying, involvement or use of vehicles whether owned or under the direction of the Hirer;
- 7.1.5. any unauthorised disclosure of temporary workers details by the Hirer to a third party.

8. PAY BETWEEN ASSIGNMENTS CONTRACTS

- 8.1 In the event that the Hirer requests the supply of a temporary worker on a contract in accordance with Regulation 10 of AWR (Reg 10 Contracts), the Hirer agrees to indemnify BES against any liabilities arising from the use of Reg 10 Contracts including but not limited to;
- 8.1.1. any ruling that Regulation 5 of AWR has not been effectively excluded;
- 8.1.2. any pay between assignments.

9. ENGAGEMENT BY THE HIRER OR A THIRD PARTY

- 9.1 In the event that any temporary worker supplied by BES to the Hirer is;
- 9.1.1. Engaged by the Hirer or a Group Company of the Hirer; and/or
- 9.1.2. introduced by the Hirer to a third party, who subsequently Engages them, the Hirer shall pay a fee.
- 9.2 Engaged shall mean under, a contract for services or contract of employment, including via an employment agency/business or any other third party.
- 9.3 The fee shall be payable regardless of the role the temporary worker is engaged to perform
- 9.4 The fee will be calculated by multiplying, the last hourly rate agreed by BES and the Hirer in accordance with the relevant confirmation of the terms of business (C.O.T.B), by 400 +VAT.
- 9.5 The fee will be immediately payable and will not be refunded should such engagement subsequently terminate.
- 9.6 Alternatively the Hirer can choose to extend the period of hire by 26 weeks in lieu of the fee.
- 9.7 No fee shall be payable if the engagement occurs more than 8 weeks after the temporary worker last rendered services for or on behalf of the Hirer.

10. HIRER OBLIGATIONS

- 10.1 The Hirer agrees to notify BES if the temporary workers supplied are to work with anyone who is vulnerable, by virtue of being young (under 18), of old age or of infirmity.
- 10.2 The Hirer agrees to comply with all applicable laws, statutes and regulations including but not limited to the Working Time Regulations 1998, Health and Safety Act Work Act 1974, the AWR and any legal requirements the Hirer is ordinarily subject to in respect of the Hirer's own staff (excluding those specifically mentioned in Clause 3.)
- 10.3 The Hirer acknowledges that it may process personal data on TBC's behalf and agrees to comply with all Data Protection Legislation, including the GDPR.
- 10.4 The Hirer shall advise BES of any special Health and Safety matters about which BES is required to inform the temporary worker, and of any reason that it knows of, that it would be detrimental to the interest of the temporary worker to undertake the assignment.
- 10.5 The Hirer will assist BES in complying with BES's duties as required by law by supplying any relevant information about the assignment requested by BES and the Hirer will not do anything to cause BES to be in breach of its obligations under these laws.
- 10.6 The Hirer shall ensure the provision of adequate Employer's and Public Liability Insurance for the temporary worker during all assignments.
- 10.7 Temporary drivers are supplied to the Hirer on the understanding that the Hirer holds the operator licence required by Law.
- 10.8 The Hirer shall not allow the temporary workers to drive any motorised or other vehicle on behalf of the Hirer whether or not in the course of the Hirer's business without ensuring first that the temporary worker is properly licensed by the appropriate statutory authority and fully insured to drive such vehicles.
- 10.9 The Hirer will ensure that all vehicles driven by temporary workers are properly maintained and safe and insured under the Road Traffic Acts and that proper records and tachographs and vehicle licences are kept.
- 10.10 The Hirer agrees to take direct responsibility for all statutory duties where applicable in respect of driving licences and permits, driver's hours and records, the issue and collection of tachograph cards or digital information, maintenance and safety of vehicles, Health and Safety Regulations and Road Traffic and liability insurance's, including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.
11. EMPLOYMENT BUSINESS OBLIGATIONS
- 11.1 As far as possible, BES will check references of any drivers and will examine driving licences and permits.
- 11.2 To assist Hirers in complying with the relevant provisions of the Transport Act, BES agrees to provide the Hirer upon request with such information as is available to BES about any driving assignments carried out by the driver in the seven days immediately preceding the commencement of an assignment with the Hirer, providing that the driver shall have worked for a Client of BES during those seven days.
- 11.3 BES does not deliver induction training unless specifically agreed in writing by a Director of BES.
12. MODERN SLAVERY
- 12.1 BES has a zero tolerance to slavery and human trafficking within our supply chain. At all times the Hirer will take necessary steps to detect and prevent slavery and human trafficking in its workplaces and supply chains. This will include, but is not limited to, complying with all applicable anti-slavery and human trafficking laws, statutes, regulations including the Modern Slavery Act 2015.
- 12.2 Gangmaster Licencing Authority URL Number BAIL0004