



CLIENT TERMS OF BUSINESS FOR TEMP STAFF

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Terms and Conditions

This document, hereafter called the agreement, shall form a legally binding contract between the parties and establish the Terms and Conditions under which the parties shall conduct their business. Parties

to the agreement

Impact Care Services 557 Cranbrook road, Gants Hill, Essex, IG26HE.

Hereafter referred to as the Employment Business. And

Company

Hereafter referred to as the Hirer

Whereas - The Employment Business provides qualified and/or experienced temporary workers to the Health Industry and the Hirer wishes to hire workers to meet a temporary shortfall.

Definitions-

Assignment - A particular role or work with a specific Hirer. This can be either a single occasion or a series of days/weeks

Business day – Monday to Friday excluding public holidays.

Business hours – 9am to 5.30 pm

Confidential information - all non-public information relating to a parties business. its activities, past present and future including but not limited to research, data bases, concepts, records, reports, commercial knowledge and know-how, techniques, pricing, discounts, costs, intellectual property, the terms of this agreement, processes, procedures, policies, ideas, forecasts and discussions used by either party under their contractual obligations, with each other or with appointed sib-contractors, assistants or consultants, excluding any information which is or becomes public knowledge or publically available, unless it becomes public as a result of a breach of this agreement.

Counterparts – duplicate documents which when together act as a single document. Due date

– the date upon which a charge or fee becomes due for payment Termination – the ending of this agreement

In this agreement masculine shall include feminine and singular shall include plural and vice versa unless expressly stated otherwise. Headings are for convenience only and shall not affect or interfere with the construction or interpretation of the agreement

Terms and Conditions

- 1) In entering this agreement both parties do so in the capacity of a business and not as a consumer.
- 2) The agreement may be executed by
 - a) Both parties signing the agreement; or
 - b) Counterparts, where each party shall deliver upon the other, by fax or attachment to an email, a copy of their signature on the agreement with sufficient clarification that the signature is offered as acceptance and agreement to the contract. All counterparts together shall form a single agreement.
- 3) Upon execution, the agreement shall be legally binding upon both parties for a fixed term of 3 years or until terminated under paragraph 57.
- 4) The term of the agreement shall be 3 years.

- 5) The agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understanding or representations (written or oral) between the parties in relation to its subject-matter. Each party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. However nothing in the Agreement or its terms shall limit or exclude liability for Fraud, whether the Fraud was committed before, during or after the Agreement was executed.
- 6) The agreement, its terms and the rights and obligations it creates cannot be modified or amended without the express written agreement of both parties.
- 7) No contract can be made or entered into which would be binding on the other party or result in any right or obligation in this agreement being interfered with.
- 8) This agreement shall not be used in any way which creates, suggests or represents any form of partnership, agency, or representative relationship between the parties, neither party shall state or imply to any third party as to having any association, power or authority beyond the boundaries or scope of this agreement.
- 9) Both parties shall enter this agreement and perform their obligations with the upmost good faith and intentions.
- 10) Both parties warrant that they shall not attempt to circumnavigate the provisions of this agreement.
- 11) The agreement is not transferable except where either party sells or transfers their business outright, in which case the rights and obligations under this agreement shall transfer to the new owner.
- 12) This agreement is only available in the English language. If it is printed in any other language the English version will prevail.

The services

- 13) The Employment Business shall provide suitably qualified and/or experienced temporary workers to meet the Hirers short term or temporary shortfalls.
- 14) The Hirer may, at any time during the term of this agreement, request the Employment Business provide temporary care staff by email or telephone.
- 15) In making a request, and before a temporary worker can be supplied, the Hirer shall provide the Employment business with the following information –
 - a) The identity of the Hirer and the nature of their business.
 - b) The number of workers required.
 - c) The position and type of work.
 - d) The level of experience, training, qualification, certification or authorisation required by Law or professional body.
 - e) The location of the work.
 - f) The date the work starts and ends, or likely duration.
 - g) The hours.
 - h) Any workers expenses that will be met by the Hirer.
 - i) Any risks to health and safety, where any risks are identified any steps taken to mitigate the risks.
 - j) Whether the work involves a vulnerable person.
 - k) Confirmation that the work is not to replace an individual who is taking part in any official industrial action.
- 16) Where the information is provided verbally, or out of normal business hours, or in an emergency where advance notice is not possible, written confirmation shall be provided within 3 working days of giving the verbal instructions.
- 17) The Employment Business shall provide the Hirer with information about available workers, including –
 - a) The workers identity, qualifications, certifications and accreditations,
 - b) Confirmation that the worker is eligible and willing to work,
 - c) No criminal convictions (or of the worker has criminal convictions to disclose what those convictions are)
 - d) That the worker is not registered unsuitable to work with vulnerable people.
 - e) The fees and charges.
 - f) Any additional documents or information contained with additional documents that are required by any contractual or regulatory provisions into the entire agreement clause.

This information need not be provided if the worker has carried out assignments for the Hirer within the previous 5 working days and the Hirer has already received that information.
- 18) Where the information is provided verbally, or out of normal business hours, or in an emergency where advance notice is not possible, written confirmation shall be provided within 3 working days of giving the verbal instructions.
- 19) If for any reason the Employment business cannot provide or confirm any of the above, to inform the Hirer of that fact.
- 20) All information relating to a worker is confidential and subject to the provisions of the Data Protection Act 1998. Information shall only be used for the intended purpose.

The Employment Businesses obligations.

- 21) The Employment Business shall take all reasonable steps to ensure the worker is suitable for the work and where necessary or requested provide the Hirer with the worker's profile reflecting:
 - a) An enhanced criminal record checks Ref No.
 - b) Confirmation that the worker is not registered unsuitable to work with vulnerable people.
 - c) Right to work and relevant qualification.
- 22) The Employment Business shall be responsible for paying the worker and for the deduction and payment of PAYE and National Insurance contributions where applicable.
- 23) The Employment Business shall provide the Hirer with the information specified in paragraph 17.
- 24) The Employment Business shall provide the worker with all relevant, necessary or required information relation to the Hirer and the temporary work.
- 25) The Employment Business shall immediately inform the Hirer should it become aware that a worker who is or has been providing services is registered as unsuitable, or is being investigated by any authority or regulatory body in respect of their suitability.

The Hirers obligations

- 26) The Hirer shall provide the Employment Business with all the information in paragraph 15
- 27) The Hirer shall provide supervision, direction and instruction to the worker.
- 28) The Hirer will comply in all respects with all statutory provisions that are in force at all material times and hold relevant and adequate Insurance cover for the worker.
- 29) The Hirer shall be responsible for the workers' Health and Safety during their hours of work.
- 30) The Hirer shall make available to the worker only those facilities that would normally be available to the Hirers own employees, i.e. staff/rest room, canteen, toilets, child care and transport services.
- 31) The Hirer shall ensure the worker receives breaks and rest periods in accordance with the Working Time Regulations 1998.
- 32) The Hirer shall sign the workers time sheet at the end of each period of work as confirmation of the hours of work. A failure to sign a timesheet shall not relieve the Hirer of any obligation to pay the charges. In the event of a dispute in the number of hours worked the Hirer shall inform the Employment Business as soon as is reasonably practical. The Hirer will full cooperate to resolve any dispute or where confirmation of hour worked is required.
- 33) The Hirer shall not be entitled to decline or refuse to sign a timesheet on account of unsatisfactory standard of work, in the event that a Hirer shall be dissatisfied with the worker the procedures in paragraph 55 shall be followed.
- 34) The Hirer shall give the worker access to information e.g. online recruitment pages, to any permanent positions that come available during their period of work.
- 35) If the worker is engaged with the Hirer for 12 continuous weeks (the qualifying period) in the same role, the worker shall be entitled to all the benefits and conditions of an employee of the Hirer, however agency as an employer will pay these benefit, which will not affect the fee.
- 36) The Hirer shall inform the Employment Business of any Calendar weeks the worker has worked in a similar role with the Hirer via any third party that may count towards the qualifying period.
- 37) Where a worker reaches or exceeds the qualifying period the Hirer shall give notice to the Employment Business of working and employment terms that would be available to the worker, if that worker had been employed directly by the Hirer.
- 38) The Hirer shall provide the Employment Business all requested information, and cooperate with any requests to assist the Employment Business comply with all regulations and regulatory guidance.
- 39) The Hirer shall inform the Employment Business of any complaints made by the worker, whether orally or in writing in relation to any contractual or legal right or working conditions, within 3 days of the complaint being made,
- 40) The Hirer shall immediately inform the Employment Business of any action, conduct or behaviour which gives rise to concern over the workers suitability or where the Hirer considers the worker may pose a risk or threat.

Fees and Charges.

41) All fees and charges have already been agreed between the Hirer and Employment Business.

Mon – Fri (Days)	Mon – Fri (Nights)	Weekend (Days)	Weekend (Nights)
£ per hour	£ per hour	£ per hour	£ per hour
Carer / HCA / HSW	Carer / HCA / HSW	Carer / HCA / HSW	Carer / HCA / HSW
£ XX.XX	£ XX.XX	£ XX.XX	£ XX.XX
Nurse	Nurse	Nurse	Nurse
£ XX.XX	£ XX.XX	£ XX.XX	£ XX.XX

Please Note: The charge for Public and Bank holiday are charged at double rate (x 2) per hour

- 42) The Hirer shall pay all fees and charges on due date i.e. 30 days from date of invoice.
- 43) If the Hirer fails to make a payment on or before the due date i.e. 30 days from the date of invoice, the Employment Business may refuse to provide any further workers, whether pre-booked or not, until the payment is made.
- 44) If an amount due has not been paid 30 days after the due date the Employment Business may –
- Add statutory interest at 8% per annum above the Employment Business banks base rate.
 - Add statutory compensation at £40 if the amount due is under £1000 or £70 if the amount is under £10,000 in accordance with the Late Payment of Commercial Debts (interest) Regulations 1998.
 - Terminate the agreement.
- 45) No refunds of invoiced amounts shall be applicable, and the amount due shall be payable without any right to set-off, deductions or withholdings.
- 45b) An Increase of 7% of charges to the quoted rates on an annually basis from the start of contract date.

Transfer fees.

- 46) Where a Hirer wishes to engage a temporary worker in their employment other than through the Employment Business, at any time during the relevant period the Hirer shall serve a minimum of one months' notice upon the Employment Business, the Hirer shall pay the Employment Business a transfer fee where the Hirer, or a third party introduced by the Hirer engages the worker in their employment.
- 47) The relevant period shall be 8 weeks commencing on the day after the last day of the workers assignment with the Hirer, or 14 weeks following the first day the workers assignment with the Hirer. A break of 42 days between assignments starts the relevant period anew.
- 48) The transfer fee shall be calculated as follows –
- Where the worker has not previously supplied to the Hirer or outside of the relevant period, a fee not exceeding 12% of the workers annual salary with the employer.
 - Where the worker has previously been supplied as a Temporary worker, a fee of £2500.
- 49) The Hirer, or a third party introduced by the Hirer can opt to engage the worker in employment, other than through the Employment Business without liability for the transfer fee, by engaging the worker through the Employment Business for an extended period by way of serving notice upon the Employment Business.
- 50) The extended period shall be a minimum of 12 weeks. The terms and conditions during the extended period shall be the greater of –
- The number of hours previously worked per week for the Hirer.
 - The number of hours that will be worked by the worker in his employment with the Hirer.
- 51) Upon expiry of any notice served or extended period and all due fees are paid, the workers contract with the Employment Business shall be terminated and the worker can be directly employed by the Hirer, or a third party introduced by the Hirer.
- 52) If the Hirer does not serve a notice under paragraph 46 or 49 and the Hirer, or a third party introduced by the Hirer engages the worker in any employment other than through the Employment Business both parties agree the transfer fee shall become payable in full.
- 53) The Transfer fee is non-refundable.
- 54) Paragraphs 46 to 53 shall survive termination of the agreement.

Unsuitability of worker.

- 55) If the Hirer considers the worker to be unsuitable or the services provided are unsatisfactory, the Hirer may end the assignment immediately and inform the Employment Business by serving a notice stating the worker was unsuitable/unsatisfactory and giving the reasons.
- 56) Upon receipt of such a notice, the Employment Business shall investigate the claims made and, at the Employment Business' discretion, refund all or part of the fees and charges in relation to the supply of the worker.

Termination.

- 57) This agreement may be terminated –
- Upon expiry of the agreement term.
 - By either party in the event of a material breach of this Agreement that cannot be reasonably remedied within 7 days.
 - Where a breach can be reasonably remedied but the breaching party refuses or elects not to invoke such a remedy.
 - Where any payment due under the Agreement is not made 30 days after its due date
- 58) Termination is effected by service of a notice i.e. 7 days after a breach of agreement, 30 days after non-payment of an invoice or 1 month notice under all other circumstances.

Effects of Termination.

- 59) All outstanding fees or charges shall become immediately due, including any fees or charges that would have become due had the term of the agreement been completed.
- 60) Upon payment of all fees and charges the parties shall be relieved of all duties and obligations created by this agreement, unless the agreement provides otherwise.

Limitations, warranties, liabilities and indemnities

- 61) Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the worker and to provide the same in accordance with the assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Worker or if the Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 62) Neither party shall be held in breach of this agreement, or held liable in damages for any event, delay, default resulting from Force Majeure event (A force of nature or 'Act of God') or conditions which do not arise as a result of a breach of a duty of care or negligence, including but not limited to adverse weather, war, strikes, fires, floods. Governmental restrictions, power failures, failure of suppliers, sub-contractors or carriers or other causes beyond the reasonable control of the party, providing that the party experiencing the difficulty provides prompt written notification.

Notices

- 63) Any notices necessary or required under the provisions of this agreement shall be served by hand or by way of recorded delivery mail or courier service or electronic mail.
- 64) Notices shall be deemed to have been served immediately if by hand, upon signing if by recorded delivery or courier, or 1 hour after sending an electronic mail if the electronic mail has not been returned undelivered.

Law and jurisdiction.

- 65) A person or company who is not party to the agreement shall not have any rights, benefits or obligations under this agreement or any part of it, under the Contract (Rights of Third Parties) Act 1999,
- 66) No forbearance, indulgence, relaxing, inaction or delay in either party enforcing performance, its contractual or legal rights shall prejudice, restrict or otherwise diversely affect the rights of that party to enforce its rights at a later date or later breach.
- 67) If any provision of this agreement is, or shall become invalid or unenforceable in the opinion of a court of Law it shall in no way affect or diminish the remainder of the agreement and it shall remain valid and enforceable to the fullest extent permitted by Law. Both parties shall seek and agree an alternative provision that is valid and enforceable and reflects the intent of the original term
- 68) The validity, construction and performance of this agreement shall be governed by the Law and subject to the jurisdiction of the courts of England and Wales

Client Signature:

Position Held:

Date: