

PREMIER ASSOCIATES / BSS RECRUITMENT
Employment Agency
Client Temporary Terms and Conditions of Business

These terms govern the supply of the Temporary Worker's services by BSS/PA to the Client and are deemed to be accepted by the Client by virtue of its request for engagement of the Temporary Worker, or the passing of any information about the Temporary Worker to any third party following an introduction. No variation of these terms shall be valid unless approved by BSS/PA in writing.

Charges

The client agrees to pay the hourly charges of BSS/PA as notified at the commencement of any Assignment. Charges are calculated according to the number of hours worked to the nearest quarter hour. VAT is payable on the entirety of the charges. Charges are invoiced weekly to the Client and payable within 7 days.

Payment

Sums invoiced are payable in full within 7 days from the invoice date BSS Recruitment/Premier Associates reserves the right to charge interest at 4% above HSBC Bank's base lending rate from time to time on any overdue sum until paid in full. BSS Recruitment/Premier Associates reserves the right to recover from the Client all direct expenses reasonably incurred by BSS Recruitment/Premier Associates in the collection of any overdue sums. Any invoice not challenged in writing within 5 days of the invoice date shall be payable in full, save in cases of manifest error in calculation.

Agency – Agency

In the event of BSS Recruitment / Premier Associates working as a sub-contract staffing provider to a sub contracted Client or an 'Agency to Agency' provision. BSS Recruitment / Premier Associates reserve the right to recover outstanding monies directly within chain of command (1) Main Agency (2) Client. Should funds be unreasonably withheld by either a 2nd tier Agency or a Sub Contracted 1st Tier Agency BSS Recruitment/Premier Associates reserve the right to challenge the Client directly. In the event of a staffing provider or agency in Liquidation BSS Recruitment/Premier Associates reserve the right to recover monies due in respect of provision of staff supplied by BSS Recruitment/Premier Associates directly from the Client.

Time-Sheets – At the end of each week of an Assignment the Client shall sign the BSS/PA time sheet to verify the hours worked by the Temporary Worker during that week. Signature of time sheet indicates satisfaction with the services provided and confirmation of hours worked. Failure to sign the time sheet does not absolve the Client's charges obligation to pay the charges. BSS/PA assumes responsibility for the payment of the Temporary Worker and the deduction and payment of NI and PAYE Income Tax applicable and the payment of Annual Leave subject to Working Time Regulations 1998.

Engagement of a Temporary Worker introduced by BSS/PA or the Introduction to any third party resulting in an Engagement renders the Client liable for payment for an Introduction Fee calculated in accordance with the fees for Permanent Introductions. Where the Client fails to inform BSS/PA of the Annual Remuneration, the fee will be calculated by multiplying the last hourly rate agreed between the Client and BSS/PA by 250. No refund rights apply. Should the Engagement be less than 3 months the Introduction fee shall be pro-rated.

Where the assignment has lasted for and to include 13 weeks or more and all the temporary invoices have been paid. BSS/PA will transfer the employee FOC and agree to charge a fixed transfer fee of £50. VAT is payable on any charges made.

In the event that there is an introduction of a Temporary Worker by BSS/PA to the Client which does not result in the supply of that Temporary Worker to the Client, but which leads to an engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another Employment Business within 10 months from the date of introduction, the Client shall be liable to an Introduction Fee calculated in accordance with fees for Permanent Introductions. No refund of the Introduction Fee will be paid in the event that the engagement subsequently terminates. VAT is payable in addition to the fee.

HEALTH & SAFETY

BSS Recruitment / Premier Associates adhere to guidelines of the Health and Safety at Work Act 1974. It is the policy of BSS Recruitment / Premier Associates to ensure that as far as reasonably practicable responsibilities for Health and Safety are properly assigned, accepted and fulfilled at all levels. BSS Recruitment/Premier Associates do not take responsibility for any lack of Health and Safety provision, notification or interpretation by the Client. The Liability clause as stated below applies without exception.

BSS Recruitment/Premier Associates instruct each and every temporary employee to take reasonable steps for the health and safety of themselves and others who may be affected. All accidents and dangerous occurrences must be notified immediately to BSS Recruitment/Premier Associates Head Office. All accidents causing injury

and dangerous occurrences will be notified in accordance with RIDDOR, COSHH, LOLER and PUWER regulations to be followed at all times.

LIABILITY

BSS/PA is not liable for any loss, expense, damage or delay arising from failure to provide temporary services or from negligence, dishonesty, lack of skill or misconduct of the Temporary Worker. BSS/PA does not exclude liability for death or personal injury arising from its own negligence.

Temporary Worker's are engaged by the Employment Business under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client immediately they report to take up their duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omission of the Temporary Worker, whether wilful, negligent or otherwise. The Client will also comply in all respects with all statutes, including Working Time Regulations, by laws, codes of practice and legal requirements to which the Client is subject in respect of own staff. The Client must also provide adequate Employer's and Public Liability Insurance cover during all assignments and shall advise BSS/PA of any special Health & Safety requirements. The Client will assist BSS/PA to comply with the Working Time Regulations and notify BSS/PA previous to the commencement of that week should the Temporary Worker be required to work in excess of 48 hours. The Client shall indemnify BSS/PA against any costs, claims or liabilities incurred by BSS/PA arising out of any Assignment and/or as a result of breach of these Terms & Conditions by the Client.

TERMINATION

Should the client deem the services of the Temporary Worker unsatisfactory, the Client may terminate the Assignment directly with the Temporary Worker or by instructing BSS/PA to remove the Temporary Worker immediately. BSS/PA may in some circumstances reduce or cancel the charges provided the Assignment terminates within 4 hours of the Temporary Worker commencing. Either the Client, Temporary Worker or BSS/PA may terminate an Assignment at any time without prior notice or liability.