

# Terms of Business

## For the supply of temporary staff services



### 1 THE CONTRACT

These are the Terms and Conditions of the contract between the legal person (hereinafter called "Travail") who or which carries on business under the name "Travail Employment Group" at the offices from which this form originates and the hirer (hereinafter called the "Client") for the hire (hereinafter called the "Assignment") of a temporary worker (hereinafter called the "Temporary Worker") introduced by Travail. In these Terms and Conditions, the terms "introduction" and "introduced by" include the passing of any information by Travail to the Client verbally or in writing which identifies the Temporary Worker as a person available for engagement by the Client via PAYE or as a Limited company or individual supplied by the Limited Company. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

### 2 ACCEPTANCE OF TERMS

These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview (in person or by telephone) with, or the engagement of, the Temporary Worker by the Client (and for this purpose the engagement of the Temporary Worker includes employment or use, whether under contract of service or for services or under an agency, licence, franchise or partnership agreement or arrangement and whether under such a contract or arrangement with the relevant individual or with a limited company to which the relevant individual makes available his or her services).

### 3 POSITION TO BE FILLED

Prior to Travail providing any details of a Temporary Worker to the Client, the Client must notify to Travail in writing;

- the Client's identity; and
- the date on which the Client requires a Temporary Worker to commence work and the duration or likely duration of the work;
- the nature of the Client's business;
- the title of the position which the Client seeks to fill, including the type of work the Temporary Worker would be required to do, the location at which and the hours during which he would be required to work;
- any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks;
- the experience, training, qualifications and any authorisations which the Client considers are necessary, or which are required by law, or by any professional body, for a Temporary Worker for the position which the Client seeks to fill;
- any expenses payable to the Temporary Worker;
- whether the position to be filled involves working with or caring for or attending any person under age 18; and
- whether the position to be filled involves caring for or attending any person in need of care and attention by reason of age, infirmity, or other circumstances.

### 4 CHARGES

4.1 The Client agrees to pay the hourly charges of Travail for all hours worked by the Temporary Worker at the rates notified to the Client prior to the commencement of the Assignment and as advised in the Work Specification sent to the Client at the commencement of the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker and are comprised of the Worker's hourly pay rate, an amount equal to any paid holiday leave, pension contributions, Employer's National Insurance and any other amounts which the Worker may be entitled to under AWR. Travel, hotel or other expenses which may have been agreed with the Client will be itemised on Travail's invoice and charged in addition to Travail's charges. VAT is payable on the entirety of these charges.

4.2 Travail's charges may be varied by Travail from time to time by giving 7 days notice of the variation to the Client. If the Client is not prepared to accept any such variation the Client may terminate the Assignment at the expiry of the notice period.

4.3 Travail's charges will be invoiced to the Client on a weekly basis and are payable within seven days. Travail shall be entitled to charge interest on any overdue amounts at the rate of 4% (four percent) per annum above the base rate from time to time of HSBC Bank plc from the due date until the day of actual payment (both before as well as after any judgement).

4.4 In the event that the Temporary Worker has worked for the Qualifying Period as defined by the Agency Worker Regulations 2010 (the AWR) Travail shall be entitled to vary its charges.

### 5 TIMESHEETS

5.1 At the end of each week of the Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall authorise Travail's timesheet in verification of the number of hours worked by the Temporary Worker during that week.

5.2 Authorisation of such timesheet by the Client constitutes acceptance that the Temporary Worker's services have been provided for the hours indicated on the timesheet and that such services have been satisfactory. Failure to authorise the timesheet does not alter the Client's liability to pay Travail's charges in respect of the hours worked.

### 6 REMUNERATION

Travail assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of National Insurance and Income Tax applicable to the Temporary Worker as required by law, except when supplied by an Umbrella company or Intermediary who in this instance would assume such responsibility.

### 7 INTRODUCTION FEES

7.1 In this clause 7, "Relevant Period" means:

- where Travail has supplied the services of the Relevant Temporary Worker to the Client, whichever of the following periods ends later namely the period of 14 weeks commencing on the first day on which the Relevant Temporary Worker worked for the Client pursuant to being supplied by Travail (provided that for this purpose no account shall be taken of any supply of the services of the Relevant Temporary Worker which occurred before a period of more than 42 days during which the services of the Relevant Temporary Worker were not supplied to the Client by Travail) or the period of 8 weeks commencing on the day after the last day of which the Relevant Temporary Worker worked for the Client pursuant to being supplied by Travail.

- where Travail has introduced the Relevant Temporary Worker to the Client but the Relevant Temporary Worker has not commenced working for the Client pursuant to being supplied by Travail, the period of 6 months from the date upon which Travail arranged an introduction or interview between the Relevant Temporary Worker and the Client (or if more than one interview, the date of the last interview); "Relevant Temporary Worker" means a Temporary Worker introduced by Travail to the Client or, if that Temporary Worker's services are supplied by a Limited company or Limited liability partnership, that company or Limited liability partnership;

"Introduction Fee" means the fee which Travail would have charged the Client for the introduction of the Relevant Temporary Worker to the Client as a permanent employee under Travail's standard terms of business relating to the introduction of permanent staff, clause 3.1 as attached. The amount of the fee shall be a percentage of the Relevant Temporary Workers' annual remuneration subject to a minimum fee of £1,250 + VAT.

For the purposes of this clause where the annual remuneration has not been disclosed, annual remuneration shall be based on such information as is available in the public domain or shall be calculated by the formula (A x B) x 52 where:

- A means the hourly rate of the Relevant Temporary Worker specified in the contract; and
- B means the average weekly hours of the Relevant Temporary Worker during any period of engagement

For the purposes of this subclause clause 2 of the Terms of Business for the Introduction of staff to be directly employed by clients (permanent staff) shall apply

7.2 Subject to clause 7.3, either:

- the employment, engagement or use by the Client of a Relevant Temporary Worker save pursuant to the Clients contract with Travail; or
- the engagement or use by the Client of a Relevant Temporary Worker under a contract with another employment business; or

- the introduction of the Relevant Temporary Worker by the Client to any other person, firm or company with a resulting employment or engagement of the Relevant Temporary Worker by that other person, firm or company within the Relevant Period renders the Client liable to pay the Introduction Fee to Travail. Value Added Tax shall be charged on the Introduction Fee at the rate applicable to the supply of services by Travail at the date of the event causing the Introduction Fee to become payable. No refund of the Introduction Fee will be made by Travail to the Client in the event of the subsequent termination of the employment, engagement or use referred to in (a), (b) or (c) above

7.3 In the event that the Introduction Fee becomes payable by the Client in consequence of an event following within either (a) or (b) in clause 7.2 above, instead of the Introduction Fee, the Client has the right, exercisable by notice given to Travail at any time prior to the event which otherwise would cause the Introduction Fee to become payable by the Client, to elect to engage the Relevant Temporary Worker for a period of 80 working days on the terms which applied to the supply of the services of the Relevant Temporary Worker by Travail to the Client most recently before the date of such notice or, if at the time Travail has not supplied the services of the Relevant Temporary Worker to the Client, on the terms specified by Travail to the Client as those which would apply to a supply of the services of the Relevant Temporary Worker by Travail to the Client at the time of the introduction of the Relevant Temporary Worker by Travail to the Client. For this purpose, a working day means a day in which the Relevant Temporary Worker will work for eight hours at the standard rate specified in the applicable terms.

### 8 LIABILITY

Whilst every effort is made by Travail to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from workers and further to provide them in accordance with booking details, no liability will be accepted by Travail for any loss, expense, damage or delay arising from any failure to provide any particular Temporary Worker for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Workers provided. For the avoidance of doubt Travail does not exclude liability for death or personal injury arising from its own negligence

### 9 CLIENT'S RESPONSIBILITY FOR TEMPORARY WORKERS

9.1 Temporary Workers are engaged by Travail under Contracts for Services or are supplied by a Limited Company or Limited Liability Partnership. They 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 he 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, the Data Protection Act 1998, GDPR (EU2016/679) and all successor legislation from time to time, including the Data Protection Bill 2017-2019, 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. The Client shall also advise Travail of any special health and safety matters about which Travail 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. The Client will assist Travail in complying with Travail's duties under the Working Time Regulations by supplying any relevant information about the Assignment (including details of any collective or workforce agreement which varies the rules otherwise applicable) and the Client will not do anything to cause Travail 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 Travail of this requirement before the commencement of that week.

9.2 The Client shall indemnify and keep indemnified Travail against any costs, claims or liabilities incurred by Travail arising out of any Assignment and/or as a result of any breach of these Terms by the Client.

9.3 In the event that the Temporary Worker has completed the qualifying period as defined by the AWR the Client will acknowledge and will ensure that the Temporary Worker is entitled to the same basic working and employment conditions for doing the same job as if the Temporary Worker has been recruited by the client at the commencement of the assignment.

9.4 The Client shall provide access to all collective facilities and amenities to the Temporary Worker to the same extent as provided to direct employees.

### 10 TERMINATION

The Client undertakes to supervise each Temporary Worker assigned to the client sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship. If the services of a Temporary Worker prove to be unsatisfactory, the Client may terminate the Assignment, either by telling the Temporary Worker to leave the Assignment immediately, or by asking Travail to remove the Temporary Worker.

Travail may in such circumstances reduce or cancel the charge for the time worked by that Temporary Worker provided that the Assignment terminates:

- within 4 hours of the Temporary Worker commencing duties where the booking is for more than seven hours; or
- within 2 hours for bookings of seven hours or less; and also provided
- that verbal notification of the unsuitability of the Temporary Worker is confirmed in writing to Travail within 48 hours of termination of the Assignment.

Travail will not pay any refunds or rebates to the Client.

### 11 TERMS

11.1 The Terms of this document supersede and replace all previous notification of Terms. No variation can be made to these Terms without the written consent of a Director of Travail.

11.2 In supplying Temporary Workers to the Client Travail is operating as an Employment Business.

11.3 The Client authorises Travail to advertise the availability of the position or positions which the Client engages Travail to seek to fill.

### 12

12.1 The Client will assist Travail in complying with its duties under the AWR and will without prejudice to the generality of the foregoing provide within 14 days of written request, all relevant terms and conditions of employment as defined by the AWR including remuneration, benefits, bonuses and salaries and details of any annual pay award in respect of the same job.

12.2 The Client will as a continuing obligation notify Travail of any changes to information provided to Travail in 12.1 above.

12.3 The Client shall indemnify Travail against all claims, losses, liabilities expenses and cost arising from or in respect of any breach or failure of the Client to comply with the AWR or failure of the Client to provide information as reasonably required by Travail.

12.4 THE FOLLOWING ADDITIONAL TERMS RELATE TO THE SUPPLY OF TEMPORARY WORKERS AS DRIVERS OF "O" LICENSED VEHICLES AND OTHER MOBILE WORKERS AS DEFINED UNDER THE ROAD TRANSPORT (WORKINGTIME) REGULATIONS 2005 AND THE COMMUNITY DRIVERS' HOURS REGULATION (EC) 561/2006 ("EU DRIVERS HOURS RULES") (HEREINAFTER CALLED THE "TEMPORARY MOBILE WORKERS").

13 Temporary Mobile Workers are supplied by Travail on the sole understanding that the Client holds an operators' licence under the Goods Vehicles (Licensing of Operators) Act 1995, where required.

14 As far as possible, Travail will check references of Drivers, and will examine driving licences and permits. Notwithstanding this, the Client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licences, permits, driver's hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic and liability insurances, including, but not limited to, fully comprehensive insurance for the vehicle to be driven and its contents.

15 The Client will assist Travail in complying with its duties under the Road Transport (Working Time) Regulations 2005 and the EU Drivers Hours Rules by supplying relevant information about the Assignment requested by Travail including copies of tachograph charts and the Client will not do anything to cause Travail to be in breach of its obligations under these rules and regulations.

16 The Client shall on request permit Travail to inspect its operator's licence and policies of insurance for the vehicle to be driven by the Temporary Mobile Workers.

17 To assist Clients in complying with the relevant provisions of the Goods Vehicles (Licensing of Operators) Act 1995, Travail agrees to provide the Client upon request with such information as available to Travail about any driving assignments carried out by the Temporary Mobile Worker in the seven days immediately preceding the commencement of the Assignment, provided the Temporary Mobile worker shall have worked for a Client of Travail during those seven days.

18 The Client agrees to pay Travail's charges in respect of the number of hours worked by the Temporary Mobile worker. For the avoidance of doubt, the number of hours worked by the Temporary Mobile Worker during the week comprises of the total number of hours Working Time and the total number of hours spent as Periods of Availability as defined under the Road Transport (Working Time) Regulations 2005. Clients will not be charged for rest breaks during a shift taken by a Temporary Mobile Worker in line with EU Drivers Rules or under the Road Transport Working Time Regulations 2005.

19 Travail assumes responsibility for keeping and maintaining records of the Temporary Mobile Worker's Working Time and night work under the Road Transport (Working Time) Regulations 2005 where applicable.

# Terms of Business

For the introduction of staff to be directly employed by clients (permanent staff)



## 1 THE CONTRACT

These are the Terms and Conditions of the contract between the legal person ("Travail") who or which carries on business under the name "Travail Employment Group" at the offices from which this form originated and the Employer Client ("the Client"). These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview with an Applicant, in person or by telephone, or the engagement of an Applicant following an introduction by Travail. For the purposes of these Terms and Conditions:

- the term Applicant refers to any person introduced by Travail to the Client, including any member of Travail's own staff;
- the terms "introduction" and "introduced by" include the passing of any information by Travail to the Client, verbally or in writing, which identifies the Applicant as a person available for engagement by the Client;
- the engagement of an Applicant includes employment or use of the Applicant, whether under a contract of service or for services or under an agency, licence, franchise or partnership agreement or arrangement and whether under such a contract or arrangement with the relevant individual or with a limited company to which the relevant individual makes available his or her services; and
- any reference to the "Regulations" is a reference to the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended from time to time. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation. Travail will operate as an employment agency in relation to the Client. Travail will have no authority to enter into a contract with an Applicant on behalf of the Client.

## 2 NOTIFICATION AND PAYMENT

The Client agrees:

- to notify Travail immediately an offer of engagement is accepted by an Applicant introduced by Travail and the annual remuneration; and
- to pay Travail's fee within fourteen days of the commencement of the engagement.

## 3 FEES

- 3.1 The fee payable to Travail by the Client for the introduction of an Applicant is charged as a percentage of the Applicant's annual remuneration and is calculated in accordance with the table set out below. Any Introduction fee payable for the introduction of part-time positions will be charged as a percentage of the Applicant's full-time annual salary equivalent. In any event where the actual remuneration pertaining to an Applicant's annual salary is not available as a result of an engagement and/or has not been disclosed, annual remuneration shall be based on such information as is available in the public domain or shall be calculated by the formula  $(A \times B) \times 52$  where
- A means the hourly rate of the Relevant Temporary Worker specified in the contract and
  - B means the average weekly hours of the Relevant Temporary Worker during any period of engagement

Initial Annual Remuneration	Fee Payable to Travail
Up to £18,999	15%
£19,000 - £24,499	17.5%
£24,500 - £34,999	20%
in excess of £35,000	25%

For the purpose of this clause "remuneration" means the aggregate of gross taxable pay and taxable and non-taxable emoluments including the provision of a car and commission and/or bonuses payable or provided by the Client or any other person to the Applicant in consideration for the engagement of the Applicant. The Client will estimate the commission and/or bonuses which the Client reasonably considers that the Applicant will earn in the first year of the engagement and will notify this figure, and the figure for initial annual remuneration to Travail prior to the commencement of the engagement. Where a car is provided for the Applicant a notional amount of £3000 will be added to the salary in order to calculate Travail's fee.

- 3.2 In the case of each Applicant there is a minimum fee of £1,250.
- 3.3 Travail shall be entitled to charge interest on invoiced amounts unpaid after the due date for payment at the rate of 4% (four percent) above the base rate from time to time of HSBC Bank plc from the due date for payment until the date of actual payment (both before as well as after any judgement).
- 3.4 Value Added Tax will be charged by Travail on the fee payable by the Client.

## 4 DELAYED COMMENCEMENT OF ENGAGEMENT

The fee becomes payable upon the Applicant taking up any engagement with the Client at any time within twelve calendar months following introduction by Travail.

## 5 REFUNDS

- 5.1 If the engagement of an Applicant terminates before the expiry of 8 weeks from its commencement, the following refund will be allowed by Travail:

Period of Engagement	Percentage of Refund
Less than 1 week	100% refund
Not exceeding 3 weeks	75% refund
Not exceeding 5 weeks	50% refund
Not exceeding 8 weeks	25% refund

- 5.2 No refund will be allowed unless the introduction fee has been charged in accordance with clause 3.1.

## 6 APPLICATIONS FOR REFUNDS

Applications for refunds should be made in writing within 14 days of the date on which the Applicant leaves the Client's engagement. Unless the Client's written request is received by Travail within such 14 day period no refund will be allowed.

## 7 RE-ENGAGEMENT

If the engagement of an Applicant is terminated but the Applicant is re-engaged by the Client or any person connected with the Client within the period of six calendar months from the termination of the engagement, a full fee calculated in accordance with clause 3.1 will become payable fourteen days after the commencement of the re-engagement and no refund will be payable by Travail in the event of termination of the re-engagement. For this purpose the phrase "connected with" has the meaning ascribed to it by regulation 3 of the Regulations.

## 8 INTRODUCTIONS

Introductions are confidential. The passing on of any details regarding an Applicant to another employer which results in an engagement renders the Client liable to payment of Travail's fee as set out in clause 3.1. In addition, details regarding an Applicant will be deemed to have been passed on, and an introduction fee payable by the Client in consequence, if an Applicant is engaged by a person connected with the Client within twelve months of any information concerning that Applicant being supplied to the Client by Travail. The phrase "connected with" has the same meaning for the purposes of this clause as it does for clause 7.

## 9 INDIRECT INTRODUCTIONS

Full fees will be charged in relation to any Applicant engaged as a consequence of, or resulting from, an introduction by or through Travail, even though the introduction may be made indirectly.

## 10 POSITION TO BE FILLED

- 10.1 Prior to Travail providing any details of an Applicant to the Client, the Client must notify to Travail in writing:
- the Client's identity; and
  - the date on which the Client requires an Applicant to commence work and the duration or likely duration of the work;
  - the nature of the Client's business;
  - the title of the position which the Client seeks to fill, including the type of work the Applicant would be required to do, the location at which and the hours during which he would be required to work;
  - any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks;
  - the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for an Applicant for the position which the Client seeks to fill;
  - any expenses payable to the Applicant;
  - the minimum rate of remuneration and any other benefits which the Client is offering for the position to be filled, and the intervals at which remuneration will be paid;
  - the length of notice which a person filling the position would be required to give and entitled to receive to terminate employment with the Client;
  - whether the position to be filled involves working with or caring for or attending any person under age 18; and
  - whether the position to be filled involves caring for or attending any person in need of care and attention by reason of age, infirmity or other circumstances.
- 10.2 The Client authorises Travail to advertise the availability of the position or positions which the Client engages Travail to seek to fill.

## 11 SUITABILITY

- Subject as specified in (b) below, Travail endeavours to make every reasonable effort to ensure the suitability of Applicants selected on behalf of Clients, but does not personally establish references. The Client is responsible for taking up references concerning an Applicants skills, qualifications and general integrity, arranging medical examinations or investigations into the medical history of an Applicant, obtaining work permits and satisfying any medical requirements or qualifications which are required by law.
- If the position which the Client seeks to fill is one for which the Applicant is required by law or by any professional body to have any qualifications or authorisation to work, or is one which involves working with or caring for or attending a person or persons under age 18 or caring for or attending any person who by reason of age, infirmity or other circumstances is in need of care and attention, Travail will take all reasonably practicable steps to obtain copies of any relevant qualifications or authorisations of an Applicant and two references in relation to the Applicant and provide copies to the Client.

## 12 LIABILITY

- 12.1 Travail shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Client seeking an Applicant from Travail or the introduction by Travail to the Client of any Applicant or the engagement of any Applicant by the Client. For the avoidance of doubt, Travail does not exclude liability for death or personal injury arising from its own negligence.
- 12.2 The Client will comply in all respects with all statutes including without limitation the Data Protection Act 1998, GDPR (EU2016/679) and all successor legislation from time to time, including the Data Protection Bill 2017-2019.

## 13 TERMS

The Terms of this document supersede and replace all previous notification of Terms. No variation can be made to these Terms without the written consent of a Director of Travail.