

TERMS OF BUSINESS - TEMPORARY STAFF

1. All and any business undertaken by The Best Connection Group Ltd and/or subsidiaries (hereinafter called TBC) is transacted subject to the conditions hereinafter set out, each of which shall be incorporated or implied in any agreement between TBC and the Client hiring the worker (hereinafter called the Hirer). 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 TBC in writing. No variation of these conditions shall be valid or binding unless confirmed in writing by a director of TBC. These terms of business cancel all previous terms and charges. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa, these Terms are governed by English law and are subject to the exclusive jurisdiction of the English courts.
2. These Terms govern the supply of the Temporary Workers services by TBC 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.
3. TBC is an Employment Business, as defined by The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
4. The Hirer accepts that by placing a booking with TBC, TBC may advertise to recruit suitable people.
5. TBC assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of schedule E Income Tax (PAYE) applicable to the temporary worker as required by law.
6. The Hirer shall pay an hourly charge in respect of each person supplied by TBC at the agreed rate and any other charges set out overleaf. All charges are subject to VAT
7. The Hirer agrees to verify and sign the company's timesheet each week during the engagement of a temporary worker. Signature of such timesheets by the Hirer constitutes acceptance by the Hirer that the temporary worker's services have been provided for the hours indicated on the timesheets and that such services have been satisfactory. Failure to sign the time sheet does not absolve the Hirers obligation to pay the charges in respect of the hours worked.
8. The minimum charge period for each person supplied by TBC will be eight hours per day. The following overtime rates apply unless otherwise agreed in writing by TBC.

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

9. The charges are invoiced to the Hirer on a weekly basis and it shall be a condition of this agreement that all monies due under this agreement shall be paid by the Hirer within 7 (SEVEN) days of delivery of invoice by TBC. Any breach of this condition shall entitle TBC to terminate without prior notice each and every agreement concluded under these conditions between TBC and the Hirer. Time for payment shall be to the essence of the contract. TBC reserves the right to charge interest on overdue amounts at the rate of 4% (FOUR PERCENT) per annum over the base rate from the due date until the date of payment.
10. TBC endeavours to ensure the services of any person supplied to the Hirer are satisfactory. However, the Hirer is strongly recommended to satisfy himself within four hours from the time that the person begins to render services for or on behalf of the Hirer, that the services are satisfactory. In the event of any person's services failing to satisfy reasonable standards required by the Hirer, the charge aforesaid shall not be payable by the Hirer, provided that the Hirer has BOTH dispensed with the persons services immediately upon such dissatisfaction and has notified TBC of such dismissal not later than four hours from the time that person began to render services to or on behalf of the Hirer.
11. TBC shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Hirer or any third party arising from or in any way connected with the supply by TBC to the Hirer of any person or the use by the Hirer of the services of any person supplied by TBC or any failure by TBC to supply any person for all or any part of the period of a booking by the Hirer. Without prejudice to the foregoing, TBC shall not be liable in respect of any information concerning the temporary workers supplied by TBC to the Hirer or any incompetence negligence error omission fraud dishonesty or incapability of any temporary worker introduced by TBC or by the negligence error omission or any other failing of TBC itself in introducing such a temporary worker. Hirers are strongly advised to ensure that their insurance's are adequate to cover these risks, for which TBC is not liable. In engaging a temporary worker from TBC the hirer agrees that TBC shall not be or become liable for any loss or damage suffered by a third party or third parties as a result of any matter referred to herein.
12. In addition and without prejudice to the foregoing conditions the Hirer undertakes to indemnify and at all times to keep indemnified TBC against all liabilities whatsoever suffered or incurred by TBC arising out of or in connection with the matters raised in condition 11 above.
13. The Hirer agrees to notify TBC if the temporary workers supplied by TBC are to work with anyone who is vulnerable, by virtue of being young (under 18), or by virtue of old age or infirmity. The Hirer further agrees to collaborate with TBC to produce and implement documented action plans to protect the vulnerable people.
14. Temporary workers are engaged by TBC under contracts for services. They are deemed to be under the supervision, direction and control of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer 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 Hirer. The Hirer will also comply in all respects with all statutes including, for the avoidance of doubt, the

Working Time Regulations, Health and Safety (including accident reporting) bye- laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirers own staff (excluding the matters specifically mentioned in Clause 5 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all assignments. The Hirer shall also advise TBC of any special Health and Safety matters about which TBC is required to inform the Temporary Worker. TBC does not deliver induction training unless specifically agreed in writing by a Director of TBC. TBC accepts no liability arising from the delivery or issue of induction documents or materials on behalf of the Hirer. The Hirer will assist TBC in complying with TBC's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by TBC and the Hirer will not do anything to cause TBC to be in breach of its obligations under these Regulations. Where the Hirer requires or may require the services of a Temporary worker for more than 48 hours in any week, the Hirer must notify TBC of this requirement before the commencement of that week.

15. Temp to Temp/ Temp to perm

In the event of the Hirer engaging any person supplied by TBC to the Hirer, the Hirer shall pay a fee to TBC, unless the engagement occurs more than 8 weeks after the person last rendered services to or on behalf of the Hirer, and shall not be dependant upon proof of introduction to a third party. "Engagement" shall include employment or use whether under a contract of employment, contract of service or a contract for services, whether directly or via an employment business, agency, master/neutral vendor, third party intermediary, partnership or any other form of association and will survive any loss or transfer of a contract to another supplier. The fee shall be payable whether or not the position for which the person is engaged is the same for which they were originally supplied and will be calculated by multiplying the last hourly charge rate agreed between the Hirer and TBC and in accordance with the relevant confirmation of the terms of business (C.O.T.B) by 400 (plus VAT). The fee will be immediately payable to TBC and no refund will be paid in the event that the employment subsequently terminates. Alternatively, the Hirer has the option to choose an extended period of hire of 26 weeks in lieu of the fee. The hourly charge rate and weekly hours will be in accordance with the relevant C.O.T.B.

Temp to third party

In the event of the Hirer introducing to a Third Party any person who has been or is being supplied by TBC to the Hirer, and the subsequent engagement of the person by the Third Party, the Hirer shall pay a fee to TBC, unless the engagement occurs more than 8 weeks after the person last rendered services to or on behalf of the Hirer. "Engagement shall include employment or use whether under a contract of employment, contract of service or a contract for services, whether directly or via an employment business, agency, master/neutral vendor, third party intermediary, partnership or any other form of association The fee will be calculated by multiplying the last hourly rate agreed between the Hirer and TBC and in accordance with the relevant C.O.T.B by 400 (plus VAT). The fee will be immediately payable to TBC and no refund will be paid in the event that the employment subsequently terminates.

16. The Hirer, TBC or the Temporary Worker may terminate an assignment at any time without prior notice and without liability.
17. Both parties agree to comply with the relevant sections of the Data Protection Act 1998.
18. With respect to the Agency Worker Regulations 2010, the Hirer agrees to accept liability in the event that
 - a. the Hirer fails to provide information, or provides inaccurate information, to enable TBC to provide equal treatment to temporary workers, OR
 - b. the Hirer accepts the supply of temporary workers under Regulation 10 (Swedish Derogation) contracts.
19. Temporary drivers are supplied by TBC on the sole understanding that the Client holds an operator's licence as required by law.
20. 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. 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.
21. As far as possible, TBC will check references of any drivers and will examine driving licences and permits: notwithstanding this 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, 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.
22. For the avoidance of doubt the indemnity referred to in clause 12 above includes all matter relating to the driving, carrying, involvement or use of vehicles, whether owned or under the direction of the Hirer or otherwise.
23. To assist Hirers in complying with the relevant provisions of the Transport Act, TBC agrees to provide the Hirer upon request with such information as is available to TBC 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 TBC during those seven days.
24. Gangmaster Licencing Authority URL No is THEB 0002.