



AVA CARE RECRUITMENT

PROVIDING QUALITY CARE

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

- “Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;
- “Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or introduced
- “The Business” means Ava Care Recruitment Limited registered office 11 Salcey Street, Northampton NN4 8NY. Company No: 12643209
- “Engagement” means use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee;
- “Temporary Worker” means the individual who is introduced by the Business to render services to the Client;
- “Introduction” means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Business to supply a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker
- “Remuneration” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms constitute the contract between the Business and the Client for the supply of the Temporary Worker's services by the Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Business, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. CHARGES

3.1. The Client agrees to pay the hourly charges of the Business. The charges are calculated according to the number of hours worked by the Temporary Worker. The charges comprise mainly the Temporary Worker's pay but also include the Business' commission, employer's National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable.

3.2. The charges are invoiced to the Client on a weekly basis and are payable within fourteen days. The Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3 There is no rebates payable in respect of the charges of the Business.

4. INFORMATION TO BE PROVIDED

4.1. When making an Introduction of a Temporary Worker to the Client the Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

5 TIMESHEETS

5.1 At the end of each day of an Assignment the Client shall sign the Business' time sheet verifying the number of hours worked by the Temporary Worker during that day.

5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Business to enable the Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

6. Payment of the Temporary Worker

6.1 The Business assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

7. Transfer & Introduction Fees

7.1 The fee payable to the Agency by the Client for an Introduction resulting in a permanent Engagement is calculated as 10% of the annual Remuneration

payable to the Applicant applicable during the first 12 months of the Engagement.

7.2 In the event that the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party the Client shall be liable to pay a fee calculated as 10% of the annual Remuneration payable to the Applicant, based on the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges referred to in clause 3.1 multiplied by 300. No refund of the fee will be paid in the event that the Engagement subsequently terminates.

7.3 In the event that the Engagement of the Temporary Worker is on a Temp to Perm basis {that is when it has been agreed that the Temporary Worker will go permanent after 13 weeks (or after some other time frame agreed by both parties)} the client will be invoiced a fee at the end of the agreed time frame (or if earlier, the date when the Temporary Worker's Engagement becomes permanent). This fee will be calculated as the difference between the usual permanent fee {permanent clause 3.3} and the margin already made by the Business on the placement. The margin already made is calculated on the total hourly charges of the Business in respect of the Temporary Worker up to the point when the Engagement becomes Permanent {temporary clause 3.1} and the costs associated with the Engagement. These associated costs include the National Insurance paid in respect of the Temporary Worker; holiday pay accrued by the Temporary Worker and factoring/finance charges accrued by the Business.

8. Liability

8.1 Whilst every effort is made by the Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Business does not exclude liability for death or personal injury arising from its own negligence.

8.2 Temporary Workers supplied by the Business are engaged under contracts for services. They are not the employees of the Business but are deemed to be under 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 the Temporary Worker 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, Health and Safety At Work Act etc, 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.

8.3 The Client shall advise the Business of any special health and safety matters about which the Business 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 the Business in complying with the Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Business and the Client will not do anything to cause the Business 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 the Business of this requirement before the commencement of that week.

8.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

8.5 The Client shall indemnify and keep indemnified the Business against any costs, claims or liabilities incurred by the Business arising out of any Assignment or arising out of any non-compliance with clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.

9. Special Situations

9.1 Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the

Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Temporary Worker. If the Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event

10. Termination

10.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Business to remove the Temporary Worker. The Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:

- a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
- b) Within two hours for bookings of seven hours or less;

And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Business within 48 hours of the termination of the Assignment.

10.2 Any of the Client, the Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

10.3 The Client shall notify the Business immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

10.4 The Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause

11 Cancellation

Where a client chooses to cancel an assignment, the Business will be entitled to payment for:

11.1 100% of the Temporary's worker day rate if cancellation is done 4 hours prior to start of the Assignment

11.2 75% of the Temporary's worker day rate if the cancellation is done between 4 and 8 hours prior to start of the Assignment

11.3 50% of the Temporary's worker day rate if cancellation is done 8 to 24 hours prior to start of the Assignment

11.4 The Client will not be charged if cancellation is done 24 hours prior to the start of the Assignment

11.5 Where the Temporary worker cancels due to an emergency, the Business shall notify the client immediately as they continue looking for a replacement

12 Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party , except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

(b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

13 Where the Market changes, the Business has the right to revise and amend the terms to be able to fit the Business needs.

14 Law

14.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

AVA CARE RECRUITMENT LTD IS AN EQUAL OPPORTUNITIES EMPLOYER

Ava Care Recruitment Limited registered office 11 Salcey Street, Northampton NN4 8NY. Registered in England and Wales.

Company No: 12643209

Client Signature.....

Business Signature.....

Name

Name

Date.....

Date.....