

Boogles Ltd

Web: www.boogles.org. Email: admin@boogles.org.

TERMS AND CONDITIONS OF BUSINESS TEMPORARY STAFF

1. These Terms & Conditions of Business shall govern all assignments relating to Temporary Workers entered into by **BOOGLES LTD** and its trading divisions hereinafter called "**THE EMPLOYMENT BUSINESS**" and a Hirer hereinafter called the "**HIRER**" who hires a member of the Employment Business's workforce (hereinafter called "the Temporary Worker") who shall be any person introduced by the Employment Business to the Hirer or the purpose of carrying out any work.
2. The hire or use of a Temporary Worker shall be deemed to constitute acceptance of these Terms and conditions of Business.
3. The Hirer agrees to pay the Employment Business the hourly charge of the Employment Business as notified at the time of booking of the Temporary Worker for all hours or parts of any hour actually worked by the Temporary Worker. An overtime charge ("*Overtime meaning anything over 37.5 Hours per Hirer*") will be charged at 1.5 times the hourly charge for any hours or part of any hour exceeding 7.5 hours per day from Sunday to Saturday inclusive and any hours worked on a Saturday shall be chargeable at the overtime charge rate of 1.5 times the hourly charge rate and any hours worked on any Sunday or Statutory and/or Bank Holidays shall be chargeable at double the hourly charge.
4. The Employment Business's charges invoiced to the Hirer are payable to the Employment Business not later than 28 days maximum for the date of the Employment Business invoice. The Employment Business reserves the right to charge interest on any invoices unpaid after such date at a rate equal to **4%** above the HSBC base lending rate from time to time. Boogles Ltd reserves the right to charge interest and a compensation fee under the Late Payments of Commercial Debts (Interest) Act 1988 and such charges along with any fees incurred by way of recovery of the outstanding invoice (including County Court Fees) will be payable by the Hirer from the due date of the invoice until the date of payment.
5. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Hirer shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.
6. Signature of the time sheet by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a time sheet produced for authentication by the Temporary Worker because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Hirer's obligation to pay the charges in respect of the hours worked.
7. The Hirer 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 Hirer should apply the provisions of clause 14(f) below.
8. The Employment 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.
9. The **MINIMUM** charge a Hirer will be charged for a booking will be **FIVE** hours. Therefore a Hirer who employs a Temporary Worker for 3 hours 25 minutes will be liable for a full 5 hours at the agreed hourly rate. After 5 hours, the Hirer will be charged in 15 minute increments (e.g. 15/30/45 minutes) at the agreed hourly rate for any time that the Temporary Worker is engaged, within that hour. Further, if a Hirer agrees to engage a Temporary Worker and subsequently chooses to **cancel or amend** the engagement, then the Hirer is obliged to provide at least **48 HOURS notice** by telephone. If such notice is not provided the Company reserves the right to charge **2** Hours of the agreed hourly rate to cover the Temporary Workers time and travel costs.



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10.

The Company reserves the right to charge an introduction fee.

a) In the event that ANY Temporary Worker of the Company with whom the Hirer has had personal dealings with and accepts an Engagement or any offer of work be it Temporary or Permanent with the Hirer (whether that offer is made during their assignment period or after the assignment period of the Temporary Worker agreement with the Company has ended) - there will be an introductory fee payable to the Company, as it is accepted by both parties, that it is the Company who introduced the Temporary worker to the Hirer. The fee payable to The Company by the Hirer for an Introduction which results in an Engagement, or any offer of work, be it Temporary or Permanent, is the amount equal to 22% of the Remuneration applicable during the first 12 months of the Temporary worker's Engagement - or in the alternative, at the hourly "charge out" rate that the Company would have charged to the Hirer for the Temporary workers services (whichever is higher). VAT at the current rate will be charged on the fee if applicable. The Hirer shall be solely responsible for taking up any references, validation of qualifications, arranging medical examination and investigations of the Temporary Worker, his/her background and for obtaining any work or other necessary permits and shall be responsible for satisfying itself as to the suitability of the Temporary Worker prior to an engagement of that Temporary Worker.

b) The Hirer covenants and agrees that (i) during the Temporary worker's engagement with the employment business, and (ii) for a period of Twelve (12) Months following termination of the Temporary worker's contract, the Temporary worker shall not, without the prior written consent of the employment business, directly or indirectly, whether for his/her own account or on behalf of any person, firm, corporation, partnership, association or other entity or enterprise, solicit, recruit, hire or cause to be hired any employees of the employment business or any of its affiliates, or any person who was an Employee/Contractor/Temporary Worker of the employment business during the Twelve (12) months preceding the Employee's/Contractor's/Temporary worker's date of termination of contract, or solicit or encourage any Employee/Contractor/ Temporary worker's of the employment business or any of its affiliates to leave the employment of the employment business or any of such affiliates, as applicable.

11. Whilst every effort is made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers and further provide them in accordance with booking details, no liability shall be attached to the Employment Business for:

- a) Any loss, expense or damage caused directly or indirectly by any failure to provide any particular Temporary Worker for all or part of the period of the booking; or
- b) Any loss, expense or damage caused directly or indirectly by any act of omission whether wilful or otherwise, or for negligence of any temporary Worker during the period of the assignment including VAT, Inland Revenue, year end returns, Companies House documents etc., which are the responsibility of the Hirer;

or

- c) Any loss, expense or damage caused directly or indirectly by any negligence or dishonest misconduct or lack of skill or any act of omission whether wilful or otherwise of a Temporary Worker.

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

13. The Hirer undertakes to supervise Temporary Workers assigned to him/her sufficiently to ensure the Hirers satisfaction with reasonable standards of workmanship.

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14. a) Temporary Workers are engaged by the Employment Business under contracts or service and are deemed to be under the direction, supervision and control of the Hirer from the time the Temporary Worker first reports at the premises of the Hirer to take up duties and for the duration of the assignment and the Hirer undertakes liability for any loss, expense or damage caused directly or indirectly by any act of omission or error of a Temporary Worker whether wilful or negligent or otherwise, as if the temporary Worker was an employee of the Hirer.
- b) The Hirer will also comply in all respects will all the statutes, including, for the avoidance of doubt, the Working Time Directive, by-laws, codes or practice and legal requirement to which the Hirer is ordinarily subject in respect of the Hirer's own staff. The Hirer further undertakes to comply with all statutes, statutory regulations, bylaws, legal requirements or legal duties to which the Hirer is or would be subject to in respect of his own employees, including in particular the provision of adequate Employer's and Public Liability insurance cover for the Temporary Worker during all assignments.
- c) The Hirer shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business 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 the employment Business of this requirement before the commencement of that week.
- d) The Hirer is liable for any injury, loss or damage cause to a Temporary Worker, howsoever caused, while under the direction and control of then Hirer, as aforesaid, as if the Hirer was the employer of the Temporary Worker.
- e) The Hirer shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any assignment and/or a result of any breach of these Terms by the Hirer.
- f) The Hirer shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Hirer that the Temporary Worker is unable to attend work for any reason.
- g) The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information, which gives it reasonable grounds to believe that a Temporary Worker supplied to the Hirer is unsuitable for the Assignment and shall terminate the Assignment.
- h) Once a Temporary Worker has been engaged by the Hirer and the Hirer is bound by these Terms of Business. Should The Hirer have reasonable grounds to believe that a Temporary Worker's work is unsuitable for the Assignment, the Employment Business will review the work performed by the Temporary Worker and make any necessary amendments/corrections at no additional cost to the Hirer. The Employment Business must be given the initial opportunity to rectify any matters disputed by the Hirer. Should the Hirer wish to terminate the assignment, subsequent to this review, the Hirer can then engage an alternative service supplier. However, such engagement will be at the Hirer's own expense. Should the Hirer refuse to allow this matter to be resolved by the Employment Business, the Employment Business will be unable to accept any liability and will consider the Hirer's actions as a Breach of Contract.

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

16. These terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary shall apply to all subsequent services we provide to you. From time to time it may be necessary for us to amend or supersede these terms by new terms. Where this is the case we shall notify you of the proposed changes and unless we hear from you to the contrary within 14 days after such notification, the amendments or new terms will come into effect from the end of that period.