

TERMS OF BUSINESS FOR CLIENTS

Temporary (locum) Staff

1. Definitions

“**Assignment**”: means the period during which the Agency 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 Agency Worker is supplied or introduced;

“**The Employment Business**” means [Clinical Employment Services Limited T/A CES Locums or of [Empire House, Empire Way, Wembley, Middlesex HA9 0EW, UK];

“**Engages/Engaged/Engagement**” means the engagement, employment or use of the Agency Worker directly by the Client or any third party or through any other employment business on a permanent, fixed term contract or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Agency Worker is an officer or employee

“**Agency Worker**” means the individual who is introduced by the Employment Business to render services to the Client

“**Transfer Fee**” means the fee payable in accordance with clause 5 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“**Introduction Fee**” means the fee payable in accordance with clause 5 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“**Introduction**” means (i) the Client’s interview of a Agency Worker in person or by telephone, following the Client’s instruction to the Employment Business to supply a Agency Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Agency Worker; and which leads to an Engagement of that Agency Worker.

2. Charges

2.1 Temporary Work (Locum)

2.1.1 The Client agrees to pay such hourly charges* of the Employment Business as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Agency Worker (to the nearest quarter hour) and comprise mainly the Agency Worker’s hourly rate but also include the Employment Business’ commission calculated as a percentage of the Agency Worker’s hourly rate, 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. VAT, if applicable, is payable on the entirety of these charges**.

2.1.2. The charges are invoiced to the Client on a weekly basis and are payable within [30] days. The Employment 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.

2.1.3. *There are no rebates payable in respect of the charges of the Employment Business [**other than those set out in clause 4 & 5 below].

2.2. Transfer Charges

There has been an introduction and supply of the Agency Worker by the Employment Business where the Agency Worker is an employee of the Employment Business, and the Agency Worker has been transferred to be an employee of the Client i.e. paid the salary by the Client either during the assignment period or 26 week after the end of the last assignment through the Employment Business.

2.2.1 The Client informed the Employment Business by giving at least two weeks notice prior to the transfer;

Transfer fee would apply calculated at 20% of the first years projected earning of the Agency Worker with the Client plus VAT. The invoice will be issued on day one of the new employment contract. A copy of the contract must be supplied to the Employment Business prior to the start of the employment. *Clause 4 & 5 of this agreement would apply*

2.2.2 The Client proceeds with transferring the employment of the Agency Worker without prior notice to the Employment

Business; A *non-refundable* transfer fee would apply calculated on the projected number of hours for the whole period of the contract of the employee with the client multiplied by the Employment Business Charge Rate for the position that the Agency Worker has taken with the Client plus VAT.

2.3 Introduction Charges

The Employment Business has introduced and engaged an Agency Worker with the Client; where by the Agency Worker is paid the salary by the Client;

2.3.1 The Agency Worker has been engaged with the Client on a fix term contract basis. The Employment Business will

charge the Client an agreed flat fee calculated on an agreed way with the Client prior to the engagement of the Agency Worker. *Clause 4 & 5 of this agreement would apply*

2.3.2 The Agency Worker has been engaged with the Client on a not fix term contract basis and the Agency Worker is

paid the salary by the Client. The Employment Business is charging the Client just for the agreed fee per hour plus VAT according to authorised timesheets. *Clause 4 & 5 of this agreement would NOT apply*

3. Termination and Cancellation

3.1 Termination of Employment of an Agency Worker who are on Fix Term Contract with the Client; To terminate the contract of employment of an Agency Worker, either party (the client and/or the Agency Worker must submit written notice to the other party and notify the agency in writing (4 four) weeks in advance, stating the reasons for the termination.

3.2 Cancellation of Temporary Work; the terms must be agreed for each contract separately in writing prior to the commencement of the assignment by the Employment Business with the Client and with the Agency Worker.

3.3 Termination of Employment of Temporary Worker;

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

a. Within four hours of the Agency 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 Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

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

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

3.3.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Agency Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

4. Refund and Refund Conditions:

The refund would only apply for Fix Term Contracts with the following conditions:

4.1 The agency introduction fee had been already paid according to clause 2.3.

4.2 In case the client terminates the contract of employment of the Agency Worker for reasonable and acceptable reasons such as professional misconduct, not compliance with the regulations, poor attendance and performance record etc. and the Agency Worker had been given a chance to improve their performance. Investigation and evidence will be required.

4.3 The termination happened prior to an advanced written notice of four weeks.

4.4 The terminations happened on the Agency Worker's request.

4.5 The opportunity must be given to the agency to replace the Agency Worker on day one of the termination notice and the agency fails to introduce a suitable candidate during the termination notice period of 4 weeks.

4.6 Refund could only be considered if the termination happens within the first 12 months of the employment.

4.7 The amount of the refund will be in proportion with the remaining period of the terminated contract of employment, and will be subject to compliance with above terms.

5. Replacement:

Should the employment contract of the Agency Worker is terminated, and the Employment Business has managed to fill the vacancy with a new Agency Worker, a full introduction fee will apply according to the agreed terms of the agency fee for the terminated contract less a refund equivalent to the remaining period of the terminated contract. The refund will be done in a credit note format.

6. Timesheets

6.1 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 Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Agency Worker during that week.

6.2 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 Agency Worker because the Client disputes the hours claimed, the Client 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 Agency Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

6.3 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 Agency Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

7. Confidentiality and Interest Protection:

During the period of an assignment and one year after the end of the assignment the Client:

- must not contact directly or indirectly Any of the Employment Business representatives inside or outside the UK.
- must not employ in any way (Locum, Fix term Contract, Permanent or any other forms of employments) Any of Agency Workers, Work Seekers who have been introduced and/or worked for the Client inside or outside the UK without a prior notice to the Employment Business. Should the Employment Business acknowledge a breach of this clause, the Employment Business reserves the right to charge the Client a penalty equivalent to 30% of the projected annual earning of the Worker with the Client plus VAT.
- Must not contact Any of Agency Workers, Work Seekers inside or outside the UK
- for the purpose of introducing other candidates who they may know for work with any of client's sites or business related partners.
- Must not contact Any business partner of the Employment Business inside or outside the UK.

8. Liability

8.1 the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8.2 Agency Workers supplied by the Employment Business are engaged 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 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 Agency Worker, whether wilful, negligent or otherwise as though the Agency 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 Agency Worker during all Assignments.

8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment. The Client 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 Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Agency Worker for more than 48 hours in any week, the Client must notify the Employment 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 Agency Worker for the Agency Worker to fill the Assignment.

8.5 The Client undertakes not to request the supply of a Agency Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

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

9. LAW; These Terms are governed by the law of [*England & Wales/ Scotland/ Northern Ireland/ and are subject to the exclusive jurisdiction of the Courts of [*England & Wales/Scotland/Northern Ireland]

Signed on behalf of the Client

Signature: _____

Full Name: _____

Position: _____

Date: _____