

# STC Consortium Limited

## TERMS AND CONDITIONS OF BUSINESS

The following Terms and Conditions of Business are between STC Consortium Limited hereinafter called "The Employment Business" and the Education Establishment hereinafter called "The Client".

### Definitions

"The Temporary Worker" means the individual who is introduced by the Employment Business and is engaged by the Client to carry out an Assignment.

"The Assignment" means the booking or service for which the Temporary Worker is hired by the Client.

"Working Day" means the usual working day of the Education Establishment.

"V.A.T." means Value Added Tax at the prevailing rate.

"The Applicant" means the person introduced by the Employment Business to the Client for an engagement.

"Daily Charge Rate" means the charge rate the Employment Business shall charge the Client on a daily basis.

"Time Sheet" means the document the Client signs to confirm the amount of days or half days the Temporary Worker has worked.

"The Invoice" means the charge that the Employment Business will make to the Client for the Temporary Worker throughout the period of The Assignment.

1. The Employment Business agrees to supply Temporary Staff to the Client.
2. The Client agrees to pay the Daily Charge Rate as agreed prior to The Assignment.
3. Temporary Workers are paid by the Employment Business weekly in arrears on receipt of the signed Time Sheet. The client will be presented with the Invoice following assignment. Payment of invoices is due by the Client within 14 days of receipt. By signing the Time Sheets the Client authorises the Employment Business to pay the Temporary Worker the total days or half days as shown on the Time Sheet.
4. The Employment Business assumes all responsibility for payroll and all statutory contributions including P.A.Y.E. & N.I.
5. Temporary Workers are engaged by the Employment Business under contracts for services. 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, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect to the Client's 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 Client 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 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 Temporary 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.
6. The Client undertakes to supervise the Temporary Worker sufficiently to ensure that 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 Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the changes 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 Employment Business within 48 hours of the termination of the Assignment.

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

The Client 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 Client that the Temporary Worker is unable to attend work for any reason.

The Employment 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 be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

7. Whilst every effort is made by the Employment 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 Employment 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 Employment Business does not exclude liability for death or personal injury arising from its own negligence.
8. The Employment Business will endeavour to supply to the Client the same Temporary Worker for the duration of each individual booking. However, the Employment Business accepts no responsibility for any Temporary Worker who does not complete any booking.
9. For the avoidance of doubt these Terms shall not give rise to a contract of employment between the Client and the Temporary Worker nor between the Employment Business and the Temporary Worker.
10. In the event of the Engagement by the Client of a Temporary Worker supplied or introduced by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either:
  - a) 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or
  - b) 8 weeks from the day after the last day the Temporary Worker worked on the Assignment.

The client can notify the employment business of their intention to employ the temporary worker for a period of extended hire, the length of time which can be agreed between the employment business and the client. The client must give the employment business 7 days written notice in advance of the engagement if the client elects to take the worker for the period of extended hire.

During this specified hire period if there has been no supply, the terms set out in this contract will apply; otherwise the terms will be no less favourable to the hirer than those applied before the notice was received by the employment business.

If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer fee shall be due.

If the parties do not agree a period of extended hire or a Transfer Fee then the following shall be deemed to have been agreed:

- a) The amount of the Transfer fee shall be 15% of the temporary workers stating salary.
11. 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 clause (Liability Clause) and/or as a result of any breach of these Terms by the Client.
  12. No variation or alteration is valid unless confirmed in writing by a member of the Management Team of the Employment Business.
  13. In When making an Introduction of a Temporary Worker to the Client the Employment 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 Employment 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.
  14. The Client agrees to these terms by the signing of the Temporary Worker's Time Sheet(s).
  15. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.