

Go Tec Consultancy Limited - Terms of Business

1. Definitions

1.1 In these Terms of Business the following definitions apply:

“**Assignment**” means the position for which the services of the Temporary Worker are Supplied to the Client by the Employment Business

“**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 Employment Business**” means Go Tec Consultancy Ltd of 40 High Street, West Malling, Kent ME19 6QR

“**Engagement**” means the engagement, employment or 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 Employment Business to render services to the Client

“**Introduction**” means (i) the Clients interview of a Temporary Worker in person or by telephone, following the Clients instruction of the Employment Business to supply a Temporary Worker; or (ii) the passing to the Client of a Curriculum Vitae or information, verbally or in writing, 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 third party. Where a company car is provided a notional amount will be added to the salary in order to calculate the Employment Business’ fee

1.2 In clause 7 of these Terms, the following definitions apply:

“**Extended Hire Notice**” mean notice in writing given by the client to the Employment Business committing the Client to engage the Relevant Temporary Worker for a period of [] working days on the terms which the Employment Business is supplying the services of the Relevant Temporary Worker at the date of the Clients notice or, if at that date the Employment Business is not supplying the services of the Relevant Temporary Worker to the client, on the terms upon which the Employment Business has most recently supplied or offered to supply the services of the Relevant Temporary Worker to the Client

“**Relevant Period**” means (a) where the Employment Business has supplied the services of the Relevant Temporary Worker to the Client, whichever of the following periods ends later namely the period of 14 weeks commencing on the first day on which the Relevant Temporary Worker worked for the Client pursuant to being supplied by Employment Business (provided that for this purpose no account shall be taken of any supply of the services of the Relevant Temporary worker which occurred before a period of more than 42 days during which the services of the Relevant Temporary worker were not supplied to the client by the Employment Business) or the period of 8 weeks commencing on the day after the last day on which the Relevant Temporary Worker worked for the client pursuant to being supplied by Employment Business

(b) where the Employment Business has introduced the Relevant Temporary Worker to the client but the Relevant Temporary worker has not commenced working for the client pursuant to being supplied by the Employment Business, the period of 6 months from the date upon which the Employment Business arranged an introductory interview between the Relevant Temporary Worker and the Client (if more than one interview, the date of the last interview)

“**Relevant Temporary Worker**” means a Temporary worker introduced by the Employment business to the Client or, if that Temporary workers services are supplied by a limited company, or limited liability partnership, that company or limited liability partnership

“**Transfer Fee**” means the fee which the Employment Business would have charged the Client for the introduction of the Relevant Temporary Worker to the Client as a permanent employee under the Employment Business’ standard terms of business relating to the introduction of permanent staff current at date when the

Transfer Fee becomes payable, for this purpose taking the Relevant Temporary Workers remuneration to be as most recently specified by the Employment Business to the client prior to that date and projecting it forward for the period necessary to enable calculation of the fee to be made.

1.3 In these Terms, unless the context otherwise requires, references to the singular include the plural

1.4 The headings contained in the Terms are for convenience only and do not affect their interpretation

2. The Contract

2.1 These terms constitute the contract between the Employment Business and Client for the supply of the Temporary Workers services by the Employment 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 duly authorised officer of the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward by the client

2.3 No variation or alteration to the Terms shall be valid unless the details of such variation are agreed between the Employment Business and 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

2.4 The Client authorises the Employment Business to advertise the availability of the position or positions which the client engages the Employment Business to seek to fill

3. Charges

3.1 The Client agrees to pay the hourly charges of the Employment Business at the rates notified to the client prior to the commencement of the assignment. The charges calculated according to the number of hours worked by the temporary worker (to the nearest quarter hour). The charges comprise mainly the temporary workers pay but also include the employment business commission, ENIC, WTR and any travel, hotel or other expenses as may have been agreed with the client or, if there is no such agreement, such expenses that are reasonable

3.2 The Client agrees to pay a cancellation fee should a shift be cancelled by the Client within 2 hours or less of the start time of the shift. The cancellation fee amounts to a 4-hour charge unless cancellation is upon arrival whereby the charge increases to a 12-hour charge.

3.3 The charges are invoiced to the client on a weekly basis and are payable within 30 days. The employment business is entitled to charge interest on any overdue accounts at the rate of 4% per annum above the base rate of Natwest plc from the due date until the date of payment, both before as well as after any judgement

3.4 There are no rebates payable in respect of the charges of the employment business

4. Timesheets

4.1 At the end of each week of an assignment (or at the end of the assignment where it is for a period of less than one week) the client shall sign the employment business timesheet verifying the number of hours worked by the temporary worker during that week.

4.2 Signature of the timesheet by the client is confirmation of the number of hours worked. If the client is unable to sign a timesheet produced for authentication by the temporary 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 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 timesheet does not absolve the clients obligation to pay the charges in respect of the hours worked.

4.3 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 8.1 below

5. Payment of the Temporary Worker

The Employment Business assumes responsibility for paying the temporary worker and where appropriate, for the deduction and payment of NI contributions and PAYE income tax applicable to the temporary worker pursuant to sections 44-47 of the Income Tax (Earnings & Pensions) Act 2003

6. Transfer Fees

In the event that during the relevant period: Either the temporary worker becomes an employee of the client or the relevant worker starts working for a person, firm or company to which the client has introduced the temporary

worker. Then the client will be liable for the Transfer Fee unless, before that event, the client has given an extended hire notice to the employment business. The transfer fee will be charged on a temp to perm basis over a period of 12 weeks, based on 2 shifts per week for a part time placement and 4 shifts per week for a full time placement, commencing on the first day that the relevant temporary worker becomes an employee of the client or the relevant temporary worker starts working for a person, firm or company to which the client has introduced them

6.1 Alternatively a placement fee of £10,000 or 20% of the annual salary to be paid to the worker, whichever is the higher, will be due on the first day of their employment with the client.

7. Liability

7.1 The Employment Business assumes no responsibility for the conduct, performance and actions of the Temporary Worker during an Assignment.

7.2 The employment business provides £5m of Professional Indemnity cover and £10m of Employers Public and Product Liability (copies of all the insurance certification is available to clients upon request).

7.3 The temporary workers are responsible for meeting the professional and regulatory standards of their professional governing body i.e. The Nursing and Midwifery Council

7.4 The client shall advise the employment business of any special health and safety matters about which the employment 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 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

7.5 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

7.6 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 7.4 and 7.5 and/or as a result of any breach of these terms by the client.

8 Termination

8.1 The client undertakes to supervise the temporary worker sufficiently to ensure the clients satisfaction with the temporary workers standards of work. 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 charges for the time worked by that temporary worker provided that the assignment terminates (a) within 4 hours of the temporary worker commencing the assignment where the booking is for 7 hours or more or (b) within 2 hours for bookings of 7 hours or less and also provided that notification of the unsuitability of the temporary worker is confirmed in writing to the employment business with 48 hours of terminations of the assignment

8.2 The client shall notify the employment business at least 2 hours prior to the commencement of the shift, if for any reason the client needs to cancel the booking. Failure to do so will result in a maximum of 4 hours being charged to the client at the corresponding charge rate

8.3 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

8.4 The employment business shall notify the client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a temporary worker supplied to the client is unsuitable for the assignment and shall terminate the assignment immediately

9. Law

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