



TERMS AND CONDITIONS FOR THE SUPPLY OF TEMPORARY STAFF

1. In these terms and conditions the following shall apply:
 - a) "The Company" refers to Allena Clarke Appointments Limited
 - b) "The Client" refers to any business whosoever that requests, solicits or accepts the services of the company
 - c) "The Temporary Worker" refers to any person registered with the company with a view to seeking temporary employment
 - d) "Introduction or supply" refers to the presentation of a temporary worker or the provision of details of a temporary worker by the company to the client whether or not the client had previous knowledge of the temporary worker prior to the introduction
 - e) "Engagement" refers to the employment or use of a Temporary Worker in any capacity whatsoever
2. These terms and conditions apply to all such introductions and by requesting the company to make such introductions then it is deemed that these terms and conditions are accepted. These terms and conditions shall apply unless otherwise confirmed in writing by a director of the company. The company shall assume that any employee, agent or representative of the client has the authority to bind the client (unless otherwise notified to the company in writing) as the company is not required to seek confirmation of that authority.

FEES AND TERMS

3. The client shall pay the company's charges for the supply of temporary workers. Rates vary according to the category of staff provided. The charge for the supply of a temporary worker shall be based upon 15-minute units and shall be such amount as is advised to the client at the time of booking. Rates quoted are exclusive of VAT.
4. All charges are exclusive of any travelling or other expenses. The company shall be responsible for the deductions and payments required by law in respect of Tax and National Insurance contributions of all monies paid to the temporary worker. All charges include the commission charge by the company for its service.

5. Overtime charges and shift premiums will be added, where applicable, to the quoted hourly rate, for hours worked in excess of 8hrs per day Monday to Friday, evening work and night work and all hours worked on a Saturday and Sunday. Overtime must be agreed at the time of booking and the company will send confirmation of this to the client. Without such written confirmation the temporary is not authorised to work any overtime.
6. The client shall countersign a completed timesheet presented at the end of each week, or at the end of the assignment should the assignment end midweek, showing a true record of all hours worked by the temporary worker in that week. The timesheet shall be given to the temporary worker to forward to the company's office in order that the company shall fulfil its contractual obligations.
7. A countersigned timesheet is our authority to pay the temporary worker and the client's undertaking to pay the invoice rendered. Those timesheets are a binding confirmation of the hours worked. The client must check that against their own records as no amendment can be made at a later date.
8. All temporary workers are deemed to be under the client's supervision and control. In the unlikely event of the client having a complaint that the services of a temporary worker supplied by the company prove unsatisfactory then the client should discontinue the services immediately and inform the company. No charge shall be levied by the company provided that the client has notified the company within four hours of the commencement of an assignment and this is then confirmed in writing within twenty four hours of the commencement of the assignment.
9. The company guarantees that all temporary workers provided have been interviewed and had their references checked. The company take every possible step to ensure that temporary workers are suitable to requirements. However the company has to rely on information provided by the temporary worker and if the temporary worker is not suitable or the standard of work is unsatisfactory then the company must be informed as clause 8
10. The company reserves the right to replace a temporary worker when the four-hour notification deadline has been observed.
- 11 All introductions and temporary workers' details are confidential. If within six months of an assignment of a temporary worker supplied to the client by the company ending (howsoever that assignment ended) the client, subsidiary, representative or employee engage the temporary worker in any capacity whatsoever or the client, subsidiary, representative or employee refers the temporary worker to any person, body or corporation resulting in engagement of the temporary worker in any capacity then the company must be notified and the client shall be liable for:
 - a) if the temporary worker is engaged in a permanent capacity and the salary is known to the company, a fee in accordance with the percentage scale of charges in force at the time.
 - b) In any other case, a fee equal to 200 times the hourly rate last charged by the company to the client in relation to that temporary worker or (if the temporary worker was not previously supplied) 200 times the company's standard hourly rate for that category of worker. No rebate shall apply in respect of any such fee charged.

12. If these terms and conditions are breached in any way then the company reserves the right to withdraw forthwith any temporary workers supplied to the client without any liability being incurred on the company's behalf.

GENERAL

13. The company's invoices are subject to VAT. All accounts are payable 14 days from the date of invoice. The company reserves the right in respect of any invoice not paid within 14 days to charge interest (without prior notification) at the rate of 3% above base rate in force at the National Westminster Bank (both before and after any judgement) accruing on a daily basis on all amounts remaining outstanding from the date of the invoice until actual payment.
14. On receiving a request for the supply of a temporary worker the company will endeavour to supply a suitable temporary worker to the client from its register. The company however will not be held responsible for the accuracy of any information supplied to the client in respect of any temporary worker.
15. The company shall not be liable for any loss, injury, damage, costs, expenses or delay howsoever caused (and whether direct, indirect or consequential) arising directly or indirectly from the supply of any temporary worker or the non-attendance on any assignment of any temporary worker and in particular without limitation to the foregoing arising from in any way connected with: -
 - a) the failure of a temporary worker to meet your requirements
 - b) any act or omission of a temporary worker whether wilful, negligent, fraudulent, dishonest, reckless or otherwise provided that nothing in these terms shall be construed as purporting to exclude or restrict any liability of the company to you for death or personal injury resulting from its negligence as defined in the Unfair Contract Terms Act 1977.
16. The liability of the company to you for any breach by it of these terms and conditions or for any liability in negligence or otherwise shall not (save to the extent that such results in death or personal injury) exceed the company's commission relating to the supply of the relevant temporary worker. In any event the company will not be liable in relation to any matter not reported by the client in writing to the company within three working days of its occurrence.
17. The client shall indemnify the company against all and any claims and liabilities howsoever arising in respect of any loss, injury, damage, costs, expenses or delays suffered or incurred by a temporary worker howsoever caused (whether arising out of your acts, omissions or otherwise) and against all and any claims made by any third party arising directly or indirectly or in any way connected with the introduction or supply of a temporary worker to you or the acts or omissions of any such temporary worker whether wilful, reckless, fraudulent, negligent, dishonest or otherwise.
18. No variation of these terms and conditions is valid or binding unless approved in writing by a director of the company.

19. These terms and conditions shall be governed by and construed in accordance with the law of England and Wales and you submit with the company to the jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of these terms and conditions.
20. These terms and conditions are valid from January 2005 and supersede all previous Terms and Conditions of Business.