



## LANDSCAPING/HORTICULTURAL TERMS AND CONDITIONS OF BUSINESS (Ref:11/07/02)

### **THE CONTRACT**

These Terms and Conditions of Business are between the Agency and the Client engaging the services of the Temporary Worker. The Agency acts as agent on behalf of the client in providing an introductory service and in entering into specific contractual arrangements with the Temporary Worker. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement by the Client (which term includes employment or use whether under a contract of service or for services or under an agency, licensee, franchise or partnership agreement) of a Temporary Worker introduced by the Agency. No variation or alteration of these terms and conditions shall be valid unless approved in writing by a Director of the Agency. Unless otherwise agreed in writing by the Agency, these terms prevail over any terms of business or purchase conditions proffered by the client.

### **Temporary Staff – Agency Basis**

#### **1. CHARGES**

- 1.1 The Client agrees to pay the hourly charges of the Agency as notified at the commencement of the assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges are comprised mainly of the Temporary Worker's remuneration but also include the Agency's commission, 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.
- 1.2 The charges are invoiced to the Client on a weekly basis and are payable within 7 days. The company reserves the right to charge interest on any amount outstanding for 30 days, from the date the invoice was submitted, at the rate of 8% per annum above the base rate from time to time of The Royal Bank of Scotland.

#### **2. TIME SHEETS**

- 2.1 At the end of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign the Agency's time sheet verifying the number of hours worked by the Temporary Worker during that week.
- 2.2 Signature of such time sheets by the Client constitutes acceptance that the Temporary Worker has provided his services for the hours indicated on the time sheet and that such services have been satisfactory. Failure to sign the time sheet does not alter the Client's liability to pay for hours worked.

#### **3. REMUNERATION**

- 3.1 The Agency assumes responsibility on behalf of the Client for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (PAYE), applicable to the Temporary Worker.

#### **4. INTRODUCTION FEES**

- 4.1 The direct Engagement by a Client of a Temporary Worker introduced by the Agency, or the introduction by the Client of a Temporary Worker to any third party resulting in a Engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the engagement, use or introduction of that limited company) renders the Client subject to the payment of an introduction fee calculated in accordance with the accompanying scale of fees for permanent introductions provided that the Engagement takes place within a period of 6 months of the termination of the Assignment under which the Temporary Worker was last supplied, or if there was no Assignment, within 6 months of the introduction of the Temporary Worker by the Agency. Where the Client fails to inform the Agency of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge of the Agency for the Temporary Worker's services by a multiplier of 250. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates.

#### **5. LIABILITY**

- 5.1 Whilst every effort is made by the Agency to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Agency 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 the booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.
- 5.2 Temporary Workers are engaged by the Agency under contracts for services. They are deemed to be under 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 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 statues including, for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practise 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 3 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 Agency of any special health and safety matters about which the Agency is required to inform the Temporary Worker. The Client will assist the Agency in complying with the Agency's duties under the Working Time Regulations by supplying any 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 Agency of this requirement before the commencement of that week. The Client agrees to notify the Agency forthwith of any holiday notices received by them from the Temporary Worker.
- 5.3 The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Assignment and/or as a result of any breach of these Terms by the client.

#### **6. TERMINATION**

- 6.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the 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 Agency to remove the Temporary Worker. The Agency may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment is terminated within 4 hours of the commencement of the Assignment 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.
- 6.2 Any of the Client, the Agency or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.



7. **LAW**

7.1 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.

**DEFINITIONS**

1.1 In these Terms and Conditions of Business the following definitions apply:-

- “Agency”** means Target Appointments Limited, Unit 44, City Business Centre, Lower Road, Canada Water, London, SE16 2XB
- “Applicant”** means the person introduced by the Agency to the Client for an engagement including any members of the Agency’s own staff;
- “Assignment”** means the period during which the Temporary 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 Applicant/Temporary Worker is introduced/supplied.
- “Engagement”** means the employment or use of the Applicant/Temporary Worker by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise, or partnership agreement, or any other engagement.
- “Introduction”** means the Client’s interview of an Applicant/Temporary Worker in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant/Temporary Worker; or the passing to the Client of any curriculum vitae or other information which identifies the Applicant/Temporary Worker and which leads to an engagement of that Applicant/Temporary Worker by the Client.
- “Remuneration”** includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowance, 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 Applicant for services rendered to or on behalf of the client. Where a company car is provided by the Client, a notional amount of £4,000 will be added to the salary in order to calculate the Agency’s fee.

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

**Permanent Staff**

- 1 The Client agrees:-
  - (a) To notify the Agency immediately an engagement is accepted.
  - (b) To provide details of the Remuneration to the Agency.
  - (c) To pay the Agency’s fee within 14 days of the date of the invoice.
- 2 The fee payable to the Agency by the Client for the introduction of an Applicant which results in a Engagement is calculated in accordance with the following fee structure on the Remuneration applicable during the first 12 months of the Engagement: -

<b>REMUNERATION</b>	<b>FEE</b>
£Nil to £14,999	12.5%
£15,000 +	15%

- 3 If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant), a rebate of 10% will be allowed against the Agency’s fee for each complete week of the initial 10 week period not worked by the Applicant provided that the Client notifies the Agency within 5 days of the termination of employment and has paid the Agency’s fee within 14 days of the date of the invoice. In the event of the Engagement being terminated within 2 weeks, the fee will be credited in full.
- 4 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in a Engagement with that third party within 6 months of the introduction renders the Client liable to payment of the Agency’s fee as set out in Clause 2 with no entitlement to any refund.
- 5 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of any Applicant and shall take up any references provided by the Applicant and/or the Agency before engaging such Applicant. The Client shall be responsible for obtaining work and other permits, for the arrangements of medical examinations and/or investigations into the medical history of any Applicant and satisfy any medical and other requirements or qualifications required by law.
- 6 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Clients from the Introduction to or Engagement of any Applicant by the Client or from failure of the Agency to introduce any Applicant.
- 7. The Agency’s fees and advertising expenses (where applicable and agreed with the Client) are payable by the Client within 14 days of the date of the invoice. Interest shall accrue and be paid in addition at the rate of 8% per annum above the base rate from time to time of the Royal Bank of Scotland on all amounts outstanding and unpaid for 30 days after the date of the invoice/s.