



Terms of business for the supply of temporary staff services by Aquinas Education Ltd.

1 Definitions

1.1 In these terms of business the following definitions apply:-

“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 temporary worker is supplied or introduced

“Employment Business” – means Aquinas Education Ltd, Unit 2, Poplars Court, Lenton Lane, Nottingham NG7 2RR.

“Engagement” – means any employment, engagement 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 client’s interview of a temporary worker in person or by telephone, following the client’s instruction to the employment business to search for a temporary worker; or (ii) the passing to the client of a curriculum vitae or other information by the employment business which identifies the temporary worker and which leads to any engagement of that temporary worker

“Transfer Fee” – means the fee payable in accordance with clause 7 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 8 and 10 below and regulation 10 of the conduct of employment agencies and employment business regulations 2003

“Relevant Period” – means the later of either:- a) 14 weeks from the first day on which the temporary worker was supplied by the employment business to work for the client provided that where there has been a break of more than 42 days between assignments, the 14 week period shall run from the first day of the later assignment; or b) 8 weeks from the day after the temporary worker was last supplied by the employment business to the client

“Remuneration” – includes the gross annual 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 applicable to the temporary worker for the full year from the date of the start of the engagement.

1.2 Unless the context otherwise requires, 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

2 The Contract

2.1 These terms constitute the contract between the employment business and the client for the supply of the temporary worker’s 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 information about the temporary worker to any third party following an introduction.

2.2 No variation or alteration of these terms shall be valid unless the details of such variation are agreed between the employment business and the 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.

2.3 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by the employment business, these terms prevail over the terms of business or purchase conditions put forward by the client

3 Charges

3.1 The client agrees to pay the daily rate of the employment business 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 days worked by the temporary worker (to the nearest half day). The charges are comprised mainly of the temporary worker’s remuneration but also include the employment business’s commission, the 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 as expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.2 The charges are invoiced to the client on a weekly basis and are payable within payable within 14 days. The company reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of Fortis bank from the due date until the date of payment.

4 Information to be provided



- 4.1 in order that the employment business can find a suitable temporary worker to introduce to the client, the client shall inform the employment business of:-
- 4.1.1 the date on which it requires a temporary worker to start work and the likely duration of the assignment;
 - 4.1.2 details of the assignment including the location, hours of work and any risks to health and safety known to the client; and
 - 4.1.3 details of the experience, training, qualifications and any other authorisation required by the client, by law or by a professional body in relation to a temporary worker.
- 4.2 when making an introduction of a temporary worker to the client the employment business shall inform the client of: a) the identity of the temporary worker; b) 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; and c) that the temporary worker is willing to work on the assignment.
- 4.3 Where the information detailed in 4.2 above is not given in paper form or by electronic means is shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the temporary worker is being introduced for an assignment in the same position as one in which the temporary worker has previously been supplied within the previous five business days and such information has already been given to the client.
- 4.4 Where, within 3 months of an introduction resulting in the direct engagement of the temporary worker by the client, the employment worker receives or obtains information which indicates that the temporary worker is or may be unsuitable for the position, it shall inform the client of such information.
- 4.5 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.
- 5 Time Sheets
- 5.1 At the of each week 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 the week) the client shall sign the employment business's time sheet verifying the number of days worked by the temporary worker during the week.
- 5.2 Signature of the time sheet by the client indicates satisfaction with the services provided by the temporary worker and confirmation of the number of hours worked. If the client is unable to sign a time sheet produced for authentication by the temporary worker because the client disputes the hours claimed, the client shall inform the employment business to enable to establish what hours, if any, where worked by the temporary worker. Failure to sign the time sheet does not absolve the client's obligation to pay the charges in respect of the hours worked.
- 5.3 The clients shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the temporary worker. In cases of unsatisfactory work, the client should apply the provisions of clause 13.1 below.
- 6 Payment of the temporary worker
- 6.1 The employment business assumes responsibility for payment of the temporary worker's remuneration and where appropriate, for the deduction and payment of National insurance contributions and PAYE income tax applicable to the temporary worker pursuant to sections 44-47 of the income tax (earnings and pensions) Act 2003.
- 7 Transfer Fees
- 7.1 in the event of the engagement of a temporary worker supplied by the employment business either (1) directly by the client or (2) by the client pursuant to being supplied by another employment business, within relevant period the client shall be liable to either:-
- 7.1.1 subject to electing upon giving 5 days prior notice to an extended period of hire of the temporary worker being 6 months during which the employment business shall be entitled to charge the daily rate as set out in clause 3 above for each day the temporary worker is so employed or supplied; or
 - 7.1.2 a transfer fee equal to 12.5% of the remuneration. No refund of the transfer fee will be paid in the event that the engagement subsequently terminates. VAT is payable in addition to any fee due.
- 8 Introduction Fees
- 8.1 In the event that there is an introduction of a temporary worker to the client which does not result in the supply of that temporary worker by the employment business to the client but leads to an engagement of the temporary worker by the client either directly or pursuant to being supplied by another employment business the client shall be liable to either:-
- 8.1.1 subject to electing upon giving 5 days notice to a period of hire of the temporary worker being 6 months during which the employment business shall be entitled to charge the daily rate as set out in clause 3 above for each day the temporary worker is so employed or supplied; or
 - 8.1.2 An introduction fee equal to 12.5% of the remuneration. No refund of the introduction fee will be paid in the event that engagement subsequently terminates. VAT is payable in addition to any fee due.
- 9 Inability to supply during the period of hire
- 9.1 If the client elects for an extended period of hire as set out in 7.1.1 and 8.1.1 above, but before the end of such period engages the temporary worker supplied by the employment business either directly or pursuant to being supplied by another employment business or the temporary worker chooses



- not to be supplied for an extended period of hire, the employment business may charge the transfer of introduction fee calculated in accordance with either 7.1.2 or 8.1.2 (as appropriate), reduced by such percentage to reflect the period of extended hire already undertaken by the temporary worker and paid for by the client.
- 9.2 Where period(s) of absence due to illness or injury prevent the temporary worker from being employed or supplied for 4 or more days during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence.
- 10 Third party introduction fees
- 10.1 In the event that the temporary worker is introduced by the client to a third party which results in the engagement of the temporary worker by the third party within the relevant period the client shall be liable to pay an introduction fee equal to 12.5% of the remuneration applicable during the first 12 months of the engagement. No refund of the introduction fee will be paid in the event that the engagement subsequently terminates. VAT is payable in addition to any fee due.
- 10.2 In the event that there is an introduction of a temporary worker to the client which does not result in the supply of that temporary worker by the employment business to the client, but the temporary worker is introduced by the client to a third party which results in the engagement of the temporary worker by the third party within 6 months from that date of the introduction the client shall be liable to an introduction fee equal to 12.5%. No refund of the introduction fee will be paid in the event that the engagement subsequently terminates. VAT is payable in addition to any fee due.
- 11 Liability
- 11.1 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 detail, the employment business is not liable for any loss, expense, damage or delay arising from any failure to provide any temporary worker for all 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, but all other warranties whether statutory or otherwise are excluded to the full extent allowed by law.
- 11.2 Temporary 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 temporary worker, whether wilful, negligent or otherwise as though the temporary worker was on the payroll of the client. The client will also comply in all respects with all statutes including, without limitation, the working time regulations, by-laws, codes of practise and legal requirements to which the client is ordinarily subject in respect of the clients 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.
- 11.3 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 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's duties under the working time regulations, health and safety at work Act, 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.
- 11.4 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.
- 11.5 The client shall indemnify and keep indemnified the employment business against losses, damages, claims or liabilities incurred by the employment business arising out of any assignment or arising out of any non-compliance by the client with clauses 11.2 and 11.3 and/or as a result of any breach of these terms by the client.
- 12 Special Situations
- 12.1 Where the temporary worker is required by law or by any professional body to have any qualifications or authorisations to work on the assignment or the assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care and attention, the employment business will take all reasonable practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the temporary worker, two references from persons not related to the temporary worker who have agreed that the references they provide may be disclosed to the client and has taken any reasonable practicable steps to confirm that the temporary worker is suitable for the assignment. If the employment business is unable to do any of the above it shall inform the client of the steps it has taken to obtain this information in any event.
- 13 Termination



- 13.1 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 employment business to remove the temporary worker. The employment business may in such circumstances reduce or cancel the charges for the time worked by the 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. 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.
- 13.2 Any of the client, the employment business or the temporary worker may terminate an assignment at any time without prior notice and without liability.
- 13.3 The client shall notify the employment business immediately and without delay if the temporary worker fails to attend work or notifies the client that he/she is unable to attend work for any reason.
- 13.4 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 forthwith by notice in writing without liability.
- 14 Law
- 14.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the English Courts.