

TERMS OF BUSINESS



SYLYVE HOMECARE
LIMITED

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CLIENT TERMS OF BUSINESS

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 (Name & Address of the client):.....

“The Agency”: means **Sylve Homecare Services, 30 Buller Road, SS15 6BA, Laindon, Basildon, Essex, United Kingdom** “Engagement”: means the 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 Agency to render services to the Client

“Transfer/ Introduction Fee” means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003

“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 Agency for services rendered to or on behalf of the Client or any third party.

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

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 Agency and the Client for the supply of the Temporary Worker’s services by the Agency 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 authorised personnel of the Agency, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency 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.

3. CHARGES

3.1. The Client agrees to pay the hourly charges of the Agency. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges comprise mainly the Temporary Worker's pay but also include the Agency's commission calculated as a percentage of the Temporary Worker's pay, 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. VAT, if applicable, is payable on the entirety of these charges.

3.2. The charges are invoiced to the Client on a **monthly basis and are payable within 28 days**. The Agency reserves the right to charge interest on any overdue amounts at the rate of 2.5% per annum from the due date until the date of payment.

3.3. There are no rebates payable in respect of the charges of the Agency.

4. INFORMATION TO BE PROVIDED

4.1 When making an Introduction of a Temporary Worker to the Client, the Agency 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 a Contract for Services; and that the Temporary Worker is willing to work in the Assignment.

4.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday, 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 had previously been supplied within five business days and such information has already been given to the Client.

5. TIME SHEETS

5.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for period of one week or less) the Client shall sign the Agency time sheet verifying the number of hours worked by the Temporary Worker during that week.

5.2 Signature of the time sheet by the Client is 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 Agency as soon as is reasonably

practicable and shall co-operate fully and in a timely fashion with the Agency to enable the Agency to establish what hours, if any, were 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 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 10.1 below.

6. PROVISION OF TEMPORARY WORKERS

6.1 The Agency assumes responsibility for paying the Temporary Worker 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, but they are not employed by either the Agency or the Client.

6.2 At the request of the Client, Temporary Workers may be required to submit to the Client's working times and recording systems.

6.3 The Client shall have the obligation to provide all necessary supervision, instruction and guidance to Temporary Workers while they are on the Client's premises.

7. TRANSFER AND INTRODUCTION FEES

7.1 In the event of the engagement of a Temporary Worker supplied by the Agency either (1) directly by the Client or (2) through the Client for any of her Residents or a third party; the Client shall be liable, to pay a Transfer Fee calculated as a percentage of remuneration at commencement of engagement; which shall be 18% of the gross salary. 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. LIABILITY

8.1 Whilst every effort is made by the Agency 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 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 booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker.

8.2 Temporary Workers supplied by the Agency are engaged under contracts of Services; however, 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 the Temporary Worker was on the payroll of the Client.

8.3 The Client shall advise the Agency of any special health and safety matters about which the Agency 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 Agency in complying with the Agency duties under the Working Time

Regulations by supplying any relevant information about the Assignments requested by the Agency and the Client will not do anything to cause the Agency 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 Agency of this requirement before the commencement of that week.

8.4 The Client undertakes that it knows of no reason why it should be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

8.5 The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Assignment or arising out of any non-compliance with clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.

8.6 The Agency shall not be liable for loss of profits, loss of contracts, waste of staff time or consequential loss of any sort whatsoever and howsoever caused.

8.6 The Agency shall not be responsible for non-performance in whole or in part of its obligations hereunder nor under any liability to the Client if such non-performance or liability is due to or arises from any cause beyond the control of the Agency including, without limitation, act of God, war, insurrection, riot, civil commotion, government regulation, embargo, explosion, strike, labour dispute, illness, flood, fire, tempest or failure of subcontractors or Temporary Workers to honour their obligations to the Agency.

9. SPECIAL SITUATIONS

9.1 Where the Temporary Worker is required by law or any professional body to have any Qualifications or authorisations to work on the Assignment, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of all 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 all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Agency 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.

10. TERMINATION

10.1 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 terminates:

a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than 7 hours.



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 Agency within 48 hours of the termination of the Assignment.

10.2 The Client or the Agency may terminate any booked assignment at any time given at least four hours' notice prior to the commencement of the assignment: otherwise, there shall be a cancellation fee of four hours' payment by the Client by signing the temporary worker timesheet, or if cancelled by the Agency without a replacement, shall credit the Client an equivalent of same four hours' payment.

10.3 The Client shall notify the Agency 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.

10.4 The Agency 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 under the provisions of clause 10.2

11. LAW

11.1 These terms are governed by the law of England and are subject to the exclusive Jurisdiction of the Courts of England.

Signed for and on behalf of (Client company):.....

Name of the authorised signatory:

Position: Date:

Signed for and on behalf of **Sylve Homecare Services**

Name and designation of the authorised signatory:

Mrs Nenna Ahamefule

Registered Director