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TERMS OF BUSINESS FOR SUPPLYING TEMPORARY STAFF SERVICES

1. DEFINITIONS

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

“Assignment”	means the period during which the Contractor 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 which the Temporary Worker is supplied;
“The Employment Business”	means eu-solutions ltd. Regd office: Shakespeare House, 168 Lavender Hill, London SW11 5TF, UK
“Engagement”	means any employment or use of the Contractor on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which he is an officer or employee
“Contractor”	means the individual whose services are supplied by the Employment Business to the Client.
“Introduction”	means (i) the Client’s interview of a Contractor in person or by telephone, following the Client’s instruction to the Employment Business to search for a Contractor; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Contractor; and which leads to an Engagement of that Contractor by the Client.

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 Contractor’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 Contractor.

2.2. No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing.

- 2.3. Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

3. CHARGES

- 3.1. The Client agrees to pay the daily charges 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 Contractor. The charges are comprised of the Contractor's remuneration and the Employment Business' commission 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 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 14 days. The Company reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time from the due date until the date of payment.

4. TIME SHEETS

- 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 one week or less or is completed before the end of a week) the Client shall sign the Employment Business' time sheet verifying the number of hours/ days worked by the Contractor during that month.
- 4.2. Signature of the time sheet by the Client indicates satisfaction with the services provided by the Contractor and confirmation of the number of hours / days worked. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours / days worked.

5. REMUNERATION

- 5.1. The Employment Business assumes responsibility for ensuring that payment of the Contractor's remuneration and where appropriate, the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Contractor, is fulfilled.

6. INTRODUCTION FEES

- 6.1. The direct Engagement by a Client of a Contractor introduced by the Employment Business, or the introduction by the Client of a Contractor to any third party resulting in an Engagement (or, where applicable, if the Contractor has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to the payment of an introduction fee calculated at 25% of the annual gross taxable remuneration and emoluments payable to the Contractor provided that the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied.
- 6.2. Where the Client fails to inform the Employment Business of the annual remuneration, the introduction fee will be calculated by multiplying the daily charge of the Employment Business for the Contractors' services by a figure of 150. 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.

7. LIABILITY

- 7.1. 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 Contractor and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Contractor for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Contractor. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 7.2. Contractors are engaged by the Employment Business 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 Contractor, 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 statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice 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 5 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Contractor during all Assignments.

- 7.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor. 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.

8. TERMINATION

- 8.1. The Client undertakes to supervise the Contractor sufficiently to ensure the Client's satisfaction with the Contractor's standards of workmanship. If the Client reasonably considers that the services of the Contractor are unsatisfactory, the Client may terminate the Assignment by directing the Employment Business to remove the Contractor. The Client is bound to provide 28 days notice in the event that the Client reasonably considers the services of the temporary worker to be unsatisfactory.
- 8.2. The Employment Business may terminate an Assignment at any time without prior notice and without liability.
- 8.3. The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Contractor fails to attend work or notifies the Client that he is unable to attend work for any reason.

9. LAW

- 9.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts England & Wales

Signed for and on behalf of eu-solutions

Date

Signed for and on behalf of The Client

Date