

Swift Selection Terms of Business

For the Supply of Temporary and Contract Staff

Swift Selection confirms to its Clients that it is acting as an agency for the purpose of the introduction of Applicants, in its capacity as an Employment Business (in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 - as amended from time to time).

Swift Selection is committed to maintaining a high level of service and efficiency and expects Clients to act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to engage an Applicant.

These Terms govern the supply of the Temporary and Contract workers supplied by Swift Selection 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. No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing. Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

Charge Rates & Payment Terms

- 1) The Client agrees to pay the agreed charge rate of the Employment Business advised at the time of the booking. Charges are calculated on an hourly or daily basis at rates varying according to the number of hours or days required in any one week. Details of charges are available on application (as the charge is directly proportional to the pay rate). Plus business mileage, daily lunch allowance and all business related expenses as may be agreed and shall be itemised on the Employment Business invoice. VAT shall be charged in addition.
- 2) Clients are invoiced monthly. All invoices are presented for settlement within 30 days of their date. Should our invoice remain unpaid 30 days following its date then Swift is entitled to charge interest on overdue accounts at the rate of 2% per 30 days.
- 3) The Employment Business assumes responsibility for payment of remuneration deducted and payment of statutory contributions respects of Earnings Related Insurance and administration of Schedule E Income Tax (PAYE), applicable to the Temporary or Contract Workers as required by law.

Transfer & Introduction Fees

1. Temporary or Contract Workers joining the Client's payroll during the "relevant period" renders the Client subject to the payment of an introduction fee calculated in accordance with our Terms of Business - Permanent Staff, currently 17.5% of the annual starting salary. If the engagement of the Temporary or contract worker is for a fixed term of less than 6 months, the fee is then apportioned on a pro-rata basis. The minimum fee for a short-term placement will be that applicable to a 6 month placement. Should the Applicant remain beyond the 6 month period then a further invoice will be raised for the balance of the Introduction Fee. 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.
2. Similarly the Client will be liable to pay the full introduction fee if the Client, in turn, introduce the Temporary or Contractor Worker to another person, firm or company who subsequently engages them or engages them through another Employment Business. In the event that the salary cannot be accurately established the introduction fee will be 250 times the hourly rate at which the Temporary or Contractor worker was last supplied to you.
3. As an alternative to paying The Employment Business the Transfer Fee outlined above, the Client may elect (upon giving to Swift Selection not less than 7 days notice via email before the engagement is to take effect) for an extended period of hire. Such extended period of hire shall be 26 weeks during which the Client will pay the agreed hourly, daily or monthly charges. However, if the Client does not give notice prior to engaging the Temporary or Contract worker then the Transfer Fee shall be due.

The following definitions apply

"Assignment" Is the period that the Temporary or Contract Worker is supplied to render services to the Client.

"The Employment Business" means Selection Selection, The Stables, Manor Business Park, East Drayton, Nottinghamshire, DN22 OLG

"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.

"Engagement" means the employment 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 services; an agency, license, franchise or partnership arrangement; directly or through a limited company of which the Temporary Worker is an officer or employee.

"Temporary or Contract 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 or Contract Worker in person or by telephone, following the Client's instruction to the Employment Business to supply a Temporary Worker; or (ii) The passing to the Client of a CV or information which identifies the Temporary OR Contract worker; and which leads to an Engagement of that worker.

"Transfer Fee" means the fee payable in accordance with Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Period of Extended Hire" means the Client's option to continue to hire the Temporary or Contract Worker for a period of 26 weeks beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee

Liability

- 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 details, the Employment Business 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. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 2) Temporary Workers are engaged by the Employment Business under contracts for services. 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 he were 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 Regulation, 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 Temporary Worker during all Assignments.
- 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. 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. 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.
- 4) The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment and/or as a result of any breach of the Terms by the Client.

Termination

The Client undertakes to supervise the Temporary or Contract Worker(s) assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship but if the services of the worker prove to be unsatisfactory, Swift Selection may reduce or cancel the charge for the time worked by the Temporary or Contract Worker provided that the Worker leaves that assignment immediately. This notification which must be confirmed by the Client to Swift Selection within 4 hours of the worker commencing.

Law

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

"Relevant Period"

means the later of either 14 weeks from the first day on which the Temporary or Contract Worker was supplied by Swift Selection to work for the Client, or 8 weeks from the last day the Temporary or Contract Worker was assigned to the Client.

Each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous assignment shall also be considered to be the 'first Assignment' for these purposes. For the avoidance of doubt, the 'first day' will be the first occasion on which a Temporary Worker is supplied to work for the Client.