

# Terms of Business – Temporary Staff

**Introduction:** All and any business undertaken by Brightwater or Brightwater Support, the trading names of Brightwater Selection (Belfast) Limited, (“Brightwater” or “The Employment Business”) is transacted subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement between the Employment Business and its Clients. In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly agreed to the contrary by the Employment Business in writing. For the supply of Temporary staff services Brightwater is acting as an “Employment Business”.

**Acceptance of Terms:** By interviewing a candidate introduced by Brightwater for temporary employment or by agreeing to engage or make use of such a candidate in any position of employment of work the client is deemed to have accepted these Terms of Business. For the purpose of this clause the word ‘introduce’ shall be deemed to include without limitation the provision by Brightwater of any details, written or oral, of a candidate for employment.

**Temporary Charges:** The Client agrees to pay the hourly charge of the Employment Business agreed at the time of booking of the Temporary Worker for all hours actually worked. Any other expenses as may be agreed shall be itemised on the Employment Business’ invoice in addition to this charge. The Employment Business reserves the right to vary the charge on an existing or subsequent assignment with immediate effect subject to prior notification being given to the Client. Brightwater will be responsible for the Temporary Worker’s remuneration: deducting PAYE, Income Tax, National Insurance Contributions and accounting to the relevant authorities for these deductions. The client shall sign the Employment Business’ time sheet verifying the number of hours worked each week. The Client shall not be entitled to decline to sign a time sheet on the basis that he is dissatisfied with the work performed by the Temporary Worker.

**Transfer fees where a worker has been supplied:** In the event of the engagement by the client of a Temporary Worker supplied by the employment business for an assignment (1) directly or (2) pursuant to being supplied by another employment business, during the assignment or within whichever is the longer of either:

- 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the ‘first Assignment’ for these purposes); or
- 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, subject to electing by giving 7 days prior notice, to either:
- **An extended period of hire** of the Temporary Worker being 21 weeks during which the Client shall pay the current hourly charge agreed for each hour the Temporary Worker is so employed or supplied; **or**
- **A Transfer Fee** calculated as a percentage of the annual remuneration as follows:

<b>Scale of Fees:</b>	<b>£0</b>	<b>to</b>	<b>£18,999</b>	<b>-</b>	<b>18%</b>
	<b>£19,000</b>	<b>to</b>	<b>£39,999</b>	<b>-</b>	<b>20%</b>
	<b>£40,000</b>	<b>to</b>	<b>£69,999</b>	<b>-</b>	<b>25%</b>
	<b>£70,000</b>	<b>to</b>	<b>£Plus</b>	<b>-</b>	<b>30%</b>

The following reductions will apply, provided that the candidate has been employed through the Brightwater payroll:

27 – 39 Weeks (incl.)	=	20% discount
40 – 52 Weeks (incl.)	=	25% discount
1 year plus	=	30% discount

Such transfer fees are applicable during the first 12 months of the Engagement, or, if the actual amount of the Remuneration is not known, the hourly charges agreed multiplied by 300 times the hourly charge. 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.

However, where the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.

## **Introduction Fees where a worker is introduced but not supplied:**

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 which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 12 months from the date of Introduction the Client shall be liable, subject to electing upon giving 7 days notice, to either:

- **A period of hire** of the Temporary Worker being 21 weeks during which the Client shall pay during which the Client shall pay the current hourly charge agreed for each hour the Temporary Worker is so employed or supplied; **or**
- **An Introduction Fee** calculated as a percentage of the annual remuneration as follows:

<b>Scale of Fees:</b>	<b>£0</b>	<b>to</b>	<b>£18,999</b>	<b>-</b>	<b>18%</b>
	<b>£19,000</b>	<b>to</b>	<b>£39,999</b>	<b>-</b>	<b>20%</b>
	<b>£40,000</b>	<b>to</b>	<b>£69,999</b>	<b>-</b>	<b>25%</b>
	<b>£70,000</b>	<b>to</b>	<b>£Plus</b>	<b>-</b>	<b>30%</b>

Applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the client will pay, the hourly charges agreed multiplied by 300 times the hourly charge. 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. However, where the client does not give such notice before the Temporary Worker is engaged, the parties agree that the Transfer Fee shall be due.

**Transfer Fees where there has been an Introduction to and Engagement by a Third party.**

In the event that a Temporary Worker supplied to a Client is **introduced by the client to a third party** which results in the Engagement of the Temporary Worker by the third party during the Assignment or within whichever is the longer of either

- 14 weeks from the start of the first assignment(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); or
- 8 weeks from the day after the last day the Temporary Worker worked on the Assignment

The client shall be liable to pay a Transfer Fee calculated in accordance with the fee structure outlined in point 4 above.

**Introduction Fees where there has been an Introduction but no Supply resulting in an Engagement by a Third Party**

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 12 months from the date of Introduction, the Client shall be liable to pay an **Introduction Fee, plus VAT**, calculated in accordance with the fee structure outlined in point 4 above.

**Responsibility and Liability:** The Employment Business shall endeavour to ensure the suitability of any Candidate introduced to the Client and to maintain a high standard of service and integrity, but the Employment Business makes no warranty, express or implied, as to the suitability of any Temporary Worker introduced to the Client.

Brightwater can accept no liability whatsoever for any loss, damage, costs or expenses, howsoever caused which the Client may suffer or for which the Client may become liable arising out of, or in connection with as a result of introduction to the Client or engagement by the Client of a Temporary Worker.

Temporary Workers supplied by the Employment Business are deemed to be under the 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 and omissions, be they wilful, negligent or otherwise; as though the Temporary Worker were the direct employee of the Client. The Client will in all respects comply with all statutes, bye-laws and legal requirements to which the Client is ordinarily subject in respect of the Client’s own staff. The Client undertakes to supervise the Temporary Worker. If the Client reasonably considers the Temporary Worker to be unsatisfactory, a complaint must be made by telephone and confirmed in writing within one day of the finding. Suitable action will then be taken, but in any event the Client waives any right to withhold payment.

**Payment Terms:** Charges are invoiced weekly and are payable within 7 days. All payments, regardless of currency, must equate to the invoice total at date of payment. In the event of non-payment the Company may, without prejudice to its other rights, withdraw the Employee with one hour’s notice. Interest at 12% will be applied after 7 days until payment of the invoice without concession. VAT will be added to all invoices at current rate.

**Amendments:** All questions relating to these Terms of Business must be made in writing otherwise they are deemed to be accepted. These Terms of Business are valid from August 1<sup>st</sup> 2011, they supersede any other Terms previously received. No amendments to these Terms are valid unless authorised by a Director or Commercial Manager of the Employment Business.