

## TERMS OF BUSINESS

with effect from 2 June 2008

(revised November 2018)

The following terms of business are contracted between Staff Nursing Limited (The Agency/Employment Business) for the employment or use by XXXXXXXX (the Client), under a Contract for Service or Services, of persons supplied by the Agency/Employment Business, in either permanent or temporary capacities. The Agency/Employment Business will operate as an Employment Business with the Client. The following terms shall apply unless otherwise agreed by the Agency/Employment Business and the Client in writing.

### PERMANENT STAFF

1. On engaging an applicant introduced by the Agency, the Client will immediately advise the Agency and pay the fee due consistent with paragraph 2 below, within normal invoicing terms. By undertaking to engage or use an applicant the Client becomes liable for the relevant introduction fee.
2. The introduction fee is based on the applicant's overall remuneration, (defined as the aggregation of annual starting salary or wages and any payments or allowances comprising their taxable emoluments), by reference to the Scale of Fees set out at the foot of these terms.
3. If the engagement ceases prior to the tenth week, then refunds from the Scale of Refunds at the foot of these terms will be made against the related Scale of Fees, provided the Client notifies the Agency in writing within fourteen days of the engagement cessation.
4. If the Client or a member of their staff refers an Agency applicant to a third party, whereby the applicant becomes engaged by a third party on whatever basis, the Client will be liable to the introduction fee prevailing at the date of notification to or discovery by the Agency.
5. If after an initial introduction by the Agency, the Client engages an Agency applicant, on whatever basis, through a direct or indirect approach by the Client or by the applicant to the Client, then a fee consistent with the Scale of Fees is payable by the Client to the Agency.
6. Prior to introduction to Clients, applicants are carefully selected for available positions. The Agency does not normally take up references on applicants. The Client should take the necessary steps to be satisfied that the applicant possesses relevant skills, qualifications and personal integrity required for the post.
7. The Agency shall not be liable under any circumstances for any loss damage or expenses suffered or incurred by the Client arising from or in any way connected with the Agency either seeking or introducing any applicant to the Client, or the engagement of any applicant by the Client.
8. If an applicant introduced to the Client by the Agency, and subsequently engaged by the Client on terms other than as an employee, a minimum non-refundable fee of £800 will be payable to the Agency.

### TEMPORARY STAFF

1. The Client shall pay the Employment Business hourly charges for all hours actually worked by the temporary worker during a normal working week. Where travelling expenses are agreed between the Employment Business and the Client, these will be itemised and billed to the Client in addition to hourly charges. The hourly charges will be those prevailing the start of the assignment, which may be varied from time to time with immediate effect. Hourly charges will vary depending on the number of hours to be worked in a basic week Monday to Friday. No charge is made for lunch hours.
2. No refunds are payable in respect of the Charges of the Employment Business.
3. Hourly charges are invoiced weekly and payment for same is expected within 30 days. Failure to pay may result in services being withheld until payment received. Overdue fees payable to the Employment Business are discussed in paragraph 8.
4. The Employment Business is responsible for paying wages to each temporary worker and for deduction of PAYE/NIC/Pension and all other relevant statutory deductions normally borne by an employer.
5. Whilst staff supplied to the Client remain employed under Contract for Services to the Agency, they come under sole direction and control of the Client who
  - a. Will determine the manner in which their services are to be performed
  - b. Will be responsible for the Employers and Public Liability
  - c. Will be responsible for any acts or omissions of such staff whether willful, negligent or otherwise
  - d. Shall comply with all obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing those relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the services performed by any person supplied to the Client
6. The Employment Business shall not be liable under any circumstances for any loss, injury, damage or expense whatsoever, suffered or incurred by the Client arising from or in any way connected with the supply by the Employment Business of any person or the use by the Client of the services of any person for all or any part of the period of engagement by the Client.
7. In addition, and without prejudice to the foregoing conditions the Client undertakes to indemnify and at all times to keep indemnified the Employment Business against all liabilities suffered or incurred by the Employment Business arising out of or in conjunction with the matters set out in paragraph 10.

## OVERDUE ACCOUNTS

1. All fees are payable within 30 days from the date of the invoice. Where payment is not received by the due date the Agency/Employment Business reserves the right to charge interest at the Bank of Ireland base rate then prevailing plus 5%, on a daily basis on overdue amounts. The Client agrees to notify the Agency/Employment Business of any invoice disputes within and no later than 5 days of receipt of the invoice. Failure to notify of a dispute within the said period will deem the Client to have accepted the invoice as correct and payable.

## CANCELLATIONS

1. All shifts booked by the client and where a temporary worker's name has been supplied and agreed the following cancellation fee shall be payable by the Client: within 48-36 hours £50.00, within 24 hours £75.00. An onsite cancellation fee of £150 will apply should a staff member be cancelled on arrival for duty at Home without prior notice being given to the Agency.
2. All matters relating to the future employment with a Client (or an associated company) of an applicant introduced by the Employment Business must first be discussed with the Employment Business.
3. At the start of the engagement the Client must be satisfied that the person is competent to perform the service required, including the operation of any machinery or equipment. In the event that a person's services prove unsatisfactory the above noted charge will not be payable by the Client, provided the Client has both dispensed with that person's services immediately upon such dissatisfaction, and notified the Employment Business of such dismissal not later than 4 hours from the time that the person began to perform services for or on behalf of the Client. The Client will inform the Employment Business in writing about the area of dissatisfaction so that appropriate follow-up action and if necessary training will be implemented.

## TRANSFER FEES

1. The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages an Agency Worker who has been introduced by the Employment Business or introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and:
  - where the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the relevant period\*; or
  - where the Agency Worker has not been supplied, such Engagement takes place within 9 months from the date of the Introduction to the Hirer.
2. If the Hirer wishes to engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving one week's written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire. (An extended hire period shall consist of 6 to 8 weeks (to be negotiated at the time of notification by the Hirer of intention to offer permanent work) engagement by Client of Agency Worker during which time the Client shall complete their recruitment procedures including AccessNI checks).
3. During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice and the Hirer shall continue to pay the Charges. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment; but the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

4. Where prior to the commencement of the Hirer's Engagement other than via the Employment Business the Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Hirer Engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.
5. No refund of the Transfer Fee will be paid in the event that the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term.

*\*Relevant Period" means*

(a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or

(b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment

SCALE OF FEES

ANNUAL SALARY	% CHARGED
Nil - £7,999	10%
£8,000 - £11,999	12.5%
£12,000 - £14,999	15%
£15,000 - upwards	20%

SCALE OF REFUNDS

% REFUND	
Week 1 and 2	80%
Week 3 and 4	40%
Week 5 and 6	30%
Week 7 and 8	20%

\_\_\_\_\_  
Signed on behalf of the Client

Print Name:

Date:

*M Robinson*

\_\_\_\_\_  
Signed on behalf of the Employment Business/Agency

Print Name: Margaret Robinson

Date: