

CONDITIONS OF BUSINESS FOR TEMPORARY WORKERS OR SUB-CONTRACTORS SUPPLIED TO CLIENTS

1. These Terms of business are between Apple Labour Limited, hereinafter called the "The Employment Business" and the hirer hiring the Temporary worker, hereinafter called the "The Client".
2. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement by the Client, (which in term includes employment or use, whether under a contract of services or for services or under an agency agreement) of a temporary worker (hereinafter called "The Temporary") by the Employment Business.
3. The Client agrees to pay the hourly charge of the Employment Business advised at the time of the booking. The Client agrees to verify and sign the Employment Business time sheets each week. Signature of such time sheets by the Client constitutes acceptance that the Temporary Worker has worked satisfactorily for the hours indicated on the time sheet. Failure to sign the time sheet does not alter the Client's liability to pay for hours worked.
4. Travelling, or other expenses, as may be agreed shall be itemised on the Employment Business invoice in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on an hourly basis. VAT shall be charged at the rate applicable at the time of assignment.
5. Charges which largely represent remuneration paid are invoiced weekly and are payable within 14 days of the Employment Business Invoice date. A surcharge will be incurred by the client of 8% above National Westminster Bank PLC Bank base rate for any invoices outstanding after this 14 day period.
6. The Employment Business assumes responsibility for payment of remuneration, deductions and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (PAYE), applicable to the Temporary Worker as required by law.
7. The engagement or use by a Client of a Temporary Worker, or former Temporary Worker, introduced by the Employment Business whether for a definite or in-definite period, or the introduction of such Temporary Worker to other employers with a resulting engagement, (or where applicable, if the Temporary Worker has become incorporated under a limited company, the engagement, use or introduction of that limited company) renders the Client subject to the payment of an introduction fee calculated at 12.5% of the annual commencing gross taxable remuneration and taxable emoluments payable by the Client to the Worker concerned, provided that the engagement takes place within a period of 12 months from the termination of any temporary assignment, or within 12 months of the introduction of the Temporary Worker, whichever is the later. Where the amount of the annual commencing remuneration is not readily ascertainable, the fee will be calculated as a multiple of 200 times the hourly charge at which the Temporary Worker was last supplied to the Client by the Employment Business. No refund of the introduction fee will be made by the Employment Business to the Client in the event of the subsequent termination of such engagement.
8. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards or skills, integrity and reliability from the Temporary and to provide them in accordance with booking details no liability will be accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any particular Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Workers provided.
9. The Client undertakes to supervise the Temporary 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, the Employment Business may reduce or cancel the charge for the time worked by the Temporary with the Client provided that the Client terminates the assignment and notifies the Employment of the termination within the same day as commencement of the assignment.
10. Temporary Workers engaged by the Employment Business under contracts for services are deemed to be under the direction and control of the Client from the time the worker reports 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 worker were on the payroll of the Client. The Client will in all respects comply with all statutes, bye laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance
11. Cover for the Temporary worker during all assignments but excluding the matters specifically mentioned in Paragraph 5 above. The Client will be responsible for providing the Temporary Worker equipment and other facilities reasonably required for the performance of his/her duties. The Client will ensure that the Temporary Worker is provided a safe place of work at all times and shall indemnify and keep indemnified the Employment Business against any costs, claims and liabilities incurred by the Employment Business arising out of the assignment.
10. The Client will ensure, before commencement of work that a full assessment of the place or work of the Temporary Worker or Sub-Contractor has been completed. Particular attention should be paid to the construction (Health, Safety & Welfare) Regulations 1996 and all other relevant regulations with regard to the particular situations.
11. All costs incurred in the collection of any overdue account will become the responsibility of the Client.

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