

Westminster Workforce

TERMS OF BUSINESS

1. These are the Terms of Business by which you accept the services of Westminster Workforce (the trading name of Westminster Homecare Limited). These Terms of Business are deemed to be accepted by you as soon as you request the Services (as defined below) whether or not you sign the acknowledgement below.

In return for payment by you of the Charges outlined in Clause 2 below, Westminster Workforce may provide you with such temporary healthcare or temporary services as you may reasonably require (the Services) to be performed by "Westminster Workforce" temporary staff (the Worker).

2. **Charges**

The client agrees to pay such hourly charges of Westminster Workforce as shall be notified to and agreed with the client. The hourly charges are exclusive of VAT and are calculated according to the number of hours worked by the Temporary worker and comprises mainly of the Temporary workers pay and any sums due in respect of holiday pay or any other statutory entitlement of the Temporary Worker but also include without limitation Westminster Workforce commission as a percentage of the Temporary workers pay, employer's National Insurance 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.

3. **Payment**

All payments to Westminster Workforce shall be made by you against Westminster Workforce invoices. All payments shall be made upon receipt of Westminster Workforce's invoice by a cheque or bank transfer to the account of Westminster Workforce a bank to be nominated in writing by Westminster Workforce. An administrative fee will be charged for replacement/copy invoices at the rate of £2.00 per copy.

4. **Late Payment**

If payment is not received within 14 days of the date of invoice, Westminster Workforce will charge interest at the rate of 2% above the prevailing base lending rate of HSBC Bank plc per annum, accruing from day to day on the amount outstanding before as well as after judgement, calculated from the date of the invoice until payment is received in full.

In addition to the above, Westminster Workforce reserves the right to refuse to provide the Services in the event of your failure to make payments within the stipulated payment terms.

5. **Timesheets**

It is in your interest to ensure that a timesheet is countersigned by you covering the work undertaken by the Worker. Failure on your part to countersign the timesheet will not affect your liability to pay Westminster Workforce for the Services we have provided. The timesheet acts as a record of the amount of time worked upon which the charge to you is based, and is final and binding in any event, whether countersigned by you or not. A copy of the timesheet is left with you and any queries must be raised by you with our branch office within four working days of the last day's attendance recorded on the timesheet concerned. An administration fee will be charged for replacement timesheets at the rate of £2.00 per copy.

6. **Accommodation and Meals**

You are required to provide suitable accommodation and meals for Workers on live-in duties and suitable facilities for rest or sleep for Workers on sleeper duties. In this context "suitable facilities" means a bed or sofa and sufficient privacy to enable the Worker to rest or sleep. The cost of meals or any other type of benefit in kind for Workers is not deductible from the invoiced cost of providing the Services.

7. **Cancellation or Amendments to Booking**

Where the client wishes to terminate, cancel or amend an assignment less than 24 hours before commencement, a cancellation charge will be payable to Westminster Workforce equivalent to the length of the assignment.

8. **Alternate Workers**

Westminster Workforce cannot guarantee that a particular Worker will be able to remain with you throughout the entire assignment. Westminster Workforce will use its reasonable endeavours to provide the Services to you when requested to do so, but does not accept any liability for its failure to do so.

If a Worker leaves an assignment prematurely, or fails to attend, please telephone the relevant Westminster Workforce branch immediately. Westminster Workforce will use its reasonable endeavours to find a suitable replacement as soon as reasonably practicable (the "Alternate Worker").

In the event that you reasonably consider that the Worker supplied by us does not possess the skills necessary for the Assignment, please provide Westminster Workforce with full details in writing as soon as possible whereupon Westminster Workforce shall use its reasonable endeavours to provide you with an Alternate Worker as soon as reasonably practicable. This is without prejudice to Westminster Workforce's obligations under clause 11(3) of these Terms of Business. An out of hour's service is available on:07717813916. The Contact number for the Recruitment Resourcer during office hours is: 01908 370051.

9. Working Time Regulations

The Client agrees that it is its obligation to ensure that the following matters (which are not exhaustive) are compiled in respect of the Working Time Regulations:-

- That all temporary workers are given the appropriate amount of daily, weekly and in-work rest. For the avoidance of doubt such rest periods shall be excluded from the calculation of the charges invoiced.
- That the case of open-ended and long term assignments, no Temporary worker works in excess of an average of 48 hours per week over a 17 week period unless he/she has agreed in writing, to work more than that.
- That all other requirements are complied with including but not limited to keeping necessary records and complying with the daily, weekly and in-work rests set out in Working Time Regulations.

10. Equal Opportunities

Westminster Workforce aims to provide equal opportunities for all its Workers and Service Users irrespective of their sex, age, marital status, racial or ethnic origin, physical or mental disability, sexual orientation, religious beliefs or political opinions. Westminster Workforce will not accept unjustified discriminatory requests.

11. Westminster Workforce's Responsibilities

In respect of the Services, Westminster Workforce:

1. Shall ensure that the Worker has the relevant qualifications, authorisations, training, experience and ability for the Assignment for which he/she is supplied
2. Shall ensure that the Worker engaged in the provision of Service has adequate insurance cover, and
3. Warrants that the Service will be carried out and performed with reasonable skill and care.

Subject as expressly provided in clauses 11(1) (2) or (3) above, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Except in relation to deaths or personal injury caused by the negligence of Westminster Workforce and/or its Workers. Westminster Workforce excludes any liability (whether direct or indirect, contingent or consequential including, without limitation, loss of goodwill, profit, contracts, business opportunity or revenue) for any costs, claims, damages, demands or expenses in connection with the Services provided.

12. Your Responsibilities

The client undertakes not to do any act or omission which will put, or is likely to have the effect of putting, Westminster Workforce directly or indirectly in breach of any of the Employment Protection and Other Relevant Laws (as defined below) in respect of any Worker supplied to you by Westminster Workforce and you will at all times use your best endeavours to ensure that such laws are complied with.

You undertake that you will notify Westminster Workforce of any risks to the health and safety that Westminster Workforce may notify the Worker accordingly. Further, you undertake that you will take all reasonable measures to ensure that such risks are removed.

You undertake to provide Westminster Workforce with complete and sufficient information relating to the Assignment to enable Westminster Workforce to provide you with the level of service you require and to enable Westminster Workforce to carry out its obligations under these Terms of Business including the type of work to be performed by the Worker, the likely length of the Assignment, the qualifications and experience required, and the location and hours to be worked.

You will maintain adequate Employers' or occupiers liability insurance in respect of the Worker in accordance with any legal requirement for the time being in force.

In the event that you breach any of your obligations under this clause 12, you agree to indemnify Westminster Workforce fully against all claims, fines, damages, awards, costs, expenses and other liabilities arising from any such breach.

In these Terms of Business "Employment Protection and Other Relevant Law" means Working Time Regulations 1998, Discrimination Act 1996, Employment Relations Act 1999, Human Rights Act 1999, Sex Discrimination Act 1975, (as amended), Race Relations Act 1976, Disability Discrimination Act 1995, Equal Pay Act 1970 (as amended), Equal Treatment Directive No 76/207, Equal Pay Directive No 75/117 and Act 119 Treaty of Rome (as amended), Employment Rights Act 1996, Data Protection Act 1984 and 1998, the Employment Relations Act 1999, claims for personal injury, claims for breach of contract of statutory duty, or claims in negligence.

13. Transfer Fees

In this clause, the term "Engagement" means the appointment of a Temporary Worker to perform services for your Company or on the Company behalf, or for or on behalf of the Service User, whether under a contract for services or under a contract of service, and "Engage" or "Engages" should be construed accordingly. The term "Remuneration" means the total taxable emoluments payable to or receivable by, the former Temporary Worker pursuant to the Engagement during the first 12 months.

If you, or any third party introduced by you, employ a Worker within 6 months of the date on which the Services involving the Worker are terminated, whether on a permanent or a temporary basis, you shall be liable to pay to Westminster Workforce a transfer fee as described below. This fee will be payable whether or not the approach was made by you, the Service User, by a third party or by the Temporary Worker.

The fee payable by you equates to 15% of the remuneration. VAT is payable in addition to any fee. No refund will be paid in the event that the engagement subsequently terminates.

The period of extended hire shall be 26 weeks during which the client shall pay the current hourly charge agreed for each hour the Temporary Worker is so employed or supplied.

Where there has been an introduction but no supply to the client.

In the event that there has been an introduction of a Temporary Worker which does not result in the supply of that Temporary Worker by Westminster Workforce to the client but which leads to the engagement of the Temporary Worker by the client or being supplied by another Recruitment Agency within 6 months of introduction, the Client shall be liable to either a period of hire or an introduction fee. The client must give Westminster Workforce 7 days written notice in advance of the engagement of whether it has elected to take the period of hire or to pay the introduction fee. However, where the Client does not give such notice before the Temporary Worker is engaged the parties agree that an introduction fee shall be due.

14. Force Majeure

Westminster Workforce will use its reasonable endeavours to provide the Services but, should Westminster Workforce obligation to do so be interrupted or interfered with by an event of force majeure, then Westminster Homecare's obligations will be suspended while the interference or interruption continues and Westminster Workforce will not be liable to you for any loss you may suffer, or costs incurred by you, as a result of that interference or interruption. For the purposes of this clause an event of force majeure shall mean any cause beyond the control of Westminster Workforce including, without limitation, strikes, lock out or other industrial disputes, act of God, war, riot, civil commotion, fire, flood or storm.

15. Statement of Purpose & Complaints Procedure

Westminster's statement of purpose (prepared in accordance with the Care Standards act 2000) is available upon request.

16. Policies and Procedures

The Temporary Worker will be subject to Westminster Workforce's policies regarding administering and/or assisting with medication. The policy will also define the limits of the Temporary workers assistance and the tasks which may not be undertaken without specialist training. The Client shall not request the Temporary worker to act in any way which is a breach of said policies.

17. Termination

The Client undertakes to supervise the Temporary worker sufficiently to ensure the clients satisfaction with the worker’s standards of workmanship. If the client reasonably considers that the services of the Temporary worker are unsatisfactory, the client may terminate the Assignment either by instructing the worker to leave the assignment immediately or by directing Westminster Workforce to terminate the assignment immediately. Westminster Workforce may in such circumstances reduce the charges for the time worked by that Temporary worker, provided that the assignment terminates within four hours of the Temporary Worker commencing the assignment where the booking is for more than seven hours or within two hours for bookings less than seven hours, provided always that notification of the unsuitability of the Temporary Worker is confirmed in writing to Westminster Workforce within 48 hours of termination of Assignment.

18. Miscellaneous

These Terms of Business shall govern the contract between Westminster Workforce and you for the supply of the Services to the exclusion of all and any other terms and conditions.

No variation, addition to or modification of these Terms of Business shall be binding or form part of these Terms of Business unless previously agreed in writing by Westminster Workforce.

No waiver by Westminster Workforce of any breach of these Terms of Business shall be considered as a waiver of any subsequent breach of the same or any other provision.

These Terms of Business shall be governed by the laws of England and you agree to submit to the non-exclusive jurisdiction of the English Courts.

These conditions supersede all previous conditions.

These Terms of Business are acknowledged and accepted on behalf of the Company or a duly authorised representative.

Signature _____ Date: _____

Your Name and Position : _____ Company Name and Stamp : _____

Westminster Workforce, Symal House, 423 Edgware Road, London, NW9 0HU
TEL: 020 8200 2030 FAX: 020 8205 4378

REGISTERED OFFICE AS ADDRESS ABOVE. REGISTERED IN ENGLAND NO. 3353584