



HSP Recruitment

TEMPORARY TERMS OF BUSINESS

1. *Happy Shiney People Ltd., hereinafter called the 'Company' shall supply to the Employer or hirer hereinafter called the 'Client' a Temporary worker/s hereinafter referred to as the 'Temporary worker' to undertake work specified by 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 of a Temporary worker introduced by the Company.*
3. *The Client agrees to notify us immediately after any Temporary worker introduced by us is engaged in any capacity.*
4. *The Client agrees to pay the hourly/daily charge of the Company advised at the time of booking. The Client agrees to verify and sign the Company's time sheets each week. Signature of such time sheet by the Client constitutes acceptance that the Temporary worker's services have been provided for the hours indicated on the time sheet, and that such services have been satisfactory. Failure to sign the time sheet does not alter the Client's liability to pay for hours worked.*
5. *Invoices are raised weekly and are payable in full within 30 days of the date of invoice unless other written arrangements have been made. Interest may be charged on the outstanding balance of any overdue invoice at the rate of 2.5% per month.*
6. *The Company assumes responsibility for the deduction and payment of all statutory contributions in PAYE and National Insurance from each Temporary worker where appropriate.*
7. *The engagement or use by the Client of any Temporary worker introduced by the Company, whether for a definite or indefinite period or the introduction of such Temporary workers or former Temporary workers to other employers, renders the Client subject to the payment of the introduction fee for Permanent Staff, provided that the engagement takes place within a period of thirteen weeks from the termination of any assignment with the Client, or within thirteen weeks of the introduction of the Temporary worker.*

In the event that a Temporary worker introduced by the Company to the Client is employed directly by the Client, a Third Party or Associate in any capacity renders the Client subject to an introductory fee equal to the fee payable by the Client to the company for a standard 40 hours per week multiplied by ten (weeks).

8. *Any Temporary worker engaged by the Employment Business under contract for services and shall at all relevant times while undertaking the work for which he was supplied to the Client by the Company, act and be deemed to act under the control and supervision of the Client and not of the Company. The Client shall hold and keep the Company fully indemnified against all actions, claims, damages, costs, expenses and disbursements brought against or incurred by the Company by or in relation to any Third Party, arising from the performance or manner of performance of the work by the Temporary worker.*
9. *In the event that the Client finds the work or services of the Temporary workers supplied by the Company unsatisfactory or inadequate, the Client shall immediately contact the Company who will thereupon use its own best endeavours to remedy the inadequacy or cause of the dissatisfaction, or if failing so to do, to supply as soon as possible another suitable Temporary worker for the work which the Client wishes to have carried out. However, the Company will not be responsible for any consequential loss, damage or injury suffered or incurred as a result of the default, negligence or inadequacy of any Temporary worker supplied to the Client by the Company.*
10. *If the services of a Temporary worker prove to be unsatisfactory, the Company may reduce or cancel the charge for the time worked by that Temporary worker provided that the Temporary worker leaves that assignment immediately, and that notification, which must be confirmed in writing, is received within the first day of the Contract commencing where the contract is for more than seven hours or within two hours of commencement where the contract is for less than seven hours.*
11. *The Client warrants that no Temporary worker supplied by the Company will be engaged in any work or in any capacity prohibited by the law.*
12. *These Terms and Conditions can be terminated by either party given 30 days notice in writing.*
13. *This contract is divisible. The work performed in each period during the currency of the contract shall be invoiced separately. Each invoice for work performed in any period shall be payable by the Client in full in accordance with the Terms of Payment provided for herein without reference to and notwithstanding any defect or default in the work performed, or to be performed in any other period.*
14. *No variations can be made to these terms without the written consent of the Company.*