



Making the difference - everyday

United Care Concepts Ltd

Terms of Condition of Business for the Introduction of Temporary and Relief Employees

These terms and conditions of business supersede all previous conditions and apply between United Care Concepts Ltd (hereafter called the Company) and any individual, partnership, business or company to whom the Company supplies its temporary or relief employees (hereafter called the Hirer). Any temporary or relief employee supplied is hereafter referred to as a Work-seeker, and all Work-seekers will remain employees of the Company.

1. Acceptance of Terms

The Hirer agrees that on accepting a Work-seeker supplied by the Company the Hirer hereby accepts these terms and conditions of business as a contract between the Company and the Hirer.

2. Regulations

The Company and the Hirer accept that the Conduct of Employment Agencies and Employment Business Regulations 2003 apply, referred to hereafter as the Regulations. For the purpose of the Regulation the Company is an employment business.

For the purposes of Regulation 7 the Hirer hereby warrants that it is not involved in any strike or industrial dispute with any of its employees, and hereby agrees to inform the Company immediately in the event that it or any of its employees are involved at any time in any strike or industrial action, official or otherwise.

The Hirer agrees that it will comply fully with the requirements of Regulation 18 relating to the supply of the information specified in that Regulation before the supply of the Work-seeker and the Hirer hereby warrants the accuracy of that information.

The Hirer agrees to observe its obligation under the Working Time Regulation 2002 and to treat the Work-seeker as its own employees in this regard.

3. Instructions

The Hirer is responsible for providing to the Work-seekers day to day instructions relating to the service required and accordingly the Hirer agrees to be responsible for all and any acts, errors and omissions of Work-seekers at all such time as if the Work-seekers were employees of the Hirer. The Hirer will accordingly be responsible for maintaining at its own expense adequate insurance (including Employers' and Public-Liability Insurance) in relation to the Work-seekers, which shall apply at all times. The Hirer hereby warrants that it will at all times comply with relevant health and safety legislation.

4. Liability

The Company will provide the information required by Regulation 19 and where appropriate Regulation 22, and for the purposes of Regulation 21(1) (a) (ii) the Work-seeker will be employed by the Company under a contract of service. Notwithstanding these Regulations the Company accepts no liability whatsoever on behalf of it, its servants or agents for any loss, expense, delay or damage, pecuniary or otherwise, consequential or not that the Hirer, its servants, agents, customers or others may suffer or become liable for arising from the supply of any Work-seeker (except for liability for death or personal injury arising out of the negligence of the Company). The Hirer hereby agrees to obtain and maintain its own insurance against such matters. No warranties, conditions or representations, express or implied, statutory or otherwise are given to the Hirer by the Company.

The Hirer agrees to indemnify the Company against all claims, costs, expenses and any other liabilities incurred by the Company as a result of, in connection with, or arising out of the provision of Work-seekers to the Hirer, whether such claims are brought by the Work-seekers, employees or customers of the Hirer or by any other person, firm or company including but not limited to members of the general public and whether or not such claims arise as a result of negligence of the Work-seekers, the Hirer or any other person, firm or Company.

5. Payment

The hirer agrees to pay the Company for the supply of Work-seekers and agrees to discharge any invoice from the Company in this respect immediately upon receipt. Value Added Tax at the standard rate will apply where appropriate.



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6. Penalties for Late Payment

If no payment is received within 30 days after the date of invoices, unless the Company has agreed specific terms, the payment will be subject to a daily credit charge in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the 2002 amendments. Currently the charge is 8% above the Bank of England base rate applied daily until cleared funds have been received.

7. Amendment to Booking/Cancellations

If you wish to reduce, cancel or amend the booked services of the Work-seekers, you must give the Company at least 24 hours notice. Failure to do so will result in the following 'cancellation fee' being charged and due, as per the Company's terms of payment:-

Between 4 and 12 hours notice	-	50% of Assignment Fee
Less than 4 hours notice	-	100% of Assignment Fee

In this context, 'Assignment Fee' means the full fee which would have been payable to the Company had the assignment booked been worked.

8. Invoices and Timesheets

If you require further copies of timesheets or invoices the following charges will apply:

Per timesheet copy	-	£5
Per invoice copy	-	£2.50

9. Permanent Recruitment

If you employ the Work-seeker within six months of the date the Work-seeker was introduced to you by the Company or of the date the Work-seeker last attended you then the Company shall be entitled to a transfer fee. This one off fee will be charged in consideration of the introduction, whether the approach for employment is made by you or a third party on your behalf or by the Work-seeker. If you wish to employ a Work-seeker other than through the Company's Temporary to Permanent recruitment solution, please contact the Company to confirm the fee which normally will be 15% of the Work-seekers expected earnings for the first year.

10. Timesheets

It is in your interest to ensure that the Company timesheet is signed for each assignment. Failure on your part to countersign the timesheet will not affect your liability for payment. The timesheet acts as a record of the amount of time worked, upon which the charges to you are based and is final and binding in any event, whether countersigned by you or not.

11. Accommodation and Meals

You are required to provide meals for Work-seekers on residential duties and adequate facilities to rest or sleep for Work-seekers on sleeper duties. You may not deduct the cost of meals or any other type of benefit in kind for a Work-seeker from the Company invoice.

12. Use of motor vehicles

The Hirer will not direct or procure Work-seekers to drive motor vehicles, without the prior written consent of the Company and any such consent will only be granted on the basis that the Hirer will be wholly responsible for any liabilities arising out of such use (including but not limited to bodily injury, property damage, fire theft or collision claims) and that the Hirer will take out the appropriate insurance cover (including any cover required by statute).

13. Equal Opportunities

The Company aims to satisfy the needs of clients by providing equal opportunities for its Work-seekers irrespective of their sex, age, marital status, racial or ethnic origin, physical disability or sexual orientation.