

## **SOLO PLUS – TERMS OF BUSINESS**

Temporary Staff to Educational Establishments  
(SOLO Plus Ltd acting as principal)

### **1. DEFINITIONS**

In these Terms of Business the following definitions apply:

"Assignment" means the period during which the Temporary Worker is supplied to render services to the client.

"Client" means the employer (educational establishment) together with any subsidiary or associated company as defined in the Companies Act 1985 to whom the Temporary Worker is supplied.

"The Employment Business" Solo Plus Ltd 138 Sydenham Road, Sydenham, London SE26 5JZ.

"Engagement" means any employment or use of the Temporary Worker on a temporary basis, or any other engagement.

"Temporary Worker" means the individual whose services are supplied by the Employment Business to the Client.

"Introduction" means the Client's interview of a Temporary Worker in person or by telephone following the Client's instruction to the Employment Business to search for a Temporary Worker, or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Client.

Unless the context otherwise requires, reference to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation.

### **2. THE CONTRACT**

These Terms govern the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker.

No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing.

Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business proffered by the Client.

The complete or partial invalidity or unenforceability of any provision herein, for any purpose shall in no way affect the validity of enforceability of such provisions for any other purpose or the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

The interviewing by or on behalf of the Client or acceptance of services by or on behalf of the Client (Introduction) of any Temporary Worker shall be deemed acceptance of and agreement to these conditions.

### **3. CHARGES**

The Client agrees to pay the daily charges of the Employment Business as notified at the commencement of the Assignment. The charges are comprised mainly of the Temporary Worker's remuneration but also the Employment Business' commission, employers National Insurance contributions and any travel, other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT is payable on the entirety of these charges, at the appropriate rate.

The charges are invoiced to the Client on a weekly basis and are payable within 21 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of HSBC Bank from the due date until the date of payment.

Solo Plus Ltd reserve the right to charge the client statutory sick pay after a Temporary Worker has been absent for 3 consecutive days if the client wishes to hold the assignment open for the Temporary Worker.

### **4. INFORMATION TO BE PROVIDED**

**4.1** When making an Introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

**4.2** Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

### **5. TIME SHEETS**

At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week. Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Client's obligations to pay the charges in respect of the hours worked.

### **6. REMUNERATION**

The Employment Business assumes responsibility for payment of the Temporary Workers remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income tax applicable to the Temporary Worker.

## **7. LIABILITY**

Whilst every effort is made by the Employment Business to give satisfaction to the Client, by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt the Employment Business does not exclude for death or personal injury arising from its own negligence. Temporary Workers are engaged by the Employment Business under contracts for services. They are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate Employers and Public Liability Insurance cover for the Temporary Worker during all assignments. The Client shall also advise the Employment Business of any special Health and Safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment.

The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment and/or as a result of any breach of these Terms by the Client.

## **8. SPECIAL SITUATIONS**

Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, or the Assignment involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:

Copies of any relevant qualifications or authorisations of the Temporary Worker, and Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## **9. TERMINATION**

The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Assignment. Should this prove unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided the Assignment terminates:-

- a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
- b) Within two hours for bookings of seven hours or less.

This is provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the assignment.

Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

The Client shall notify the Employment Business immediately and without delay and in any event within [24] hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

All Solo Plus Limited Temporary Workers are required to produce their original CRB Enhanced Disclosure Certificate for inspection on arrival at the assigned school. It is the client's responsibility to request sight of this CRB Enhanced Disclosure Certificate prior to the commencement of the assignment.

If the Temporary Worker is unable to provide their CRB Enhanced Disclosure Certificate, the client has the right to then refuse the Temporary Worker the assignment. The client should also notify Solo Plus Limited of their decision.

## **10. INTRODUCTION FEES**

In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or 8 weeks from the day after the last day the Temporary Worker worked on the Assignment.

A Transfer Fee calculated as follows: 15% of the Remuneration applicable during the first 12 months of the Engagement. VAT is payable in addition to any fee due.

Subject to electing upon giving 5 days written notice, an extended period of hire of the Temporary Worker being 52 weeks during which the Client shall pay the current long term daily rate agreed pursuant to clause 3 for each day the Temporary Worker is so employed or supplied. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

However, where the client does not give such notice before the Temporary Worker in Engaged the parties agree that the Transfer Fee shall be due.

## **11. LAW**

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts (England and Wales)

April 2010