

Appleberry Care
Terms and Conditions of Business

1. DEFINITIONS

- 1.1 "The Company" throughout means ABC (Appleberry Care) of 23-25 High Street, Burnham, Bucks. SL1 7JD
- 1.2 "The Client" throughout means the individual firm, company or other person to whom services are provided by the Company.
- 1.3 "The Terms and Conditions of Business" shall mean these Terms and Conditions or such other written terms and conditions as shall be notified in writing to the Client from time to time (such other terms and conditions to apply in respect of services provided thereafter).
- 1.4 "The Services" shall mean one or more of the following:-
- (a) the supply made by the Company to the Client of any individual (the temporary worker) to cover the short-term and/or temporary requirements of the Client on an hourly basis (or part thereof);
 - (b) the introduction by the Company to the Client of any candidate ("the permanent worker) for permanent positions with the Client; and
 - (c) the introduction by the Company to the Client of any individual ("the fixed-term worker") for a fixed term position with the Client.

2. APPLICATION OF THE TERMS AND CONDITIONS

- 2.1 The Terms and Conditions shall be deemed to apply upon the delivery of a copy of the same or the sending of a copy of the same by the Company to the Client or any person on behalf of the Client, and in particular the Client shall be deemed to have accepted the same immediately prior to the provision of any service to the Client.
- 2.2 The Company is an employment agency concerned with the provision of the Services.

3. FEES

3.1 General

- a) All relevant fees accompany these terms and conditions. Fees are payable by the Client on the acceptance, either verbally or in writing, by a Candidate of a position with the Client. It is the responsibility of the Client to notify the Agency if a Candidate has been offered employment.
- b) The Agency reserves the right to re-claim any costs (including debt collector's fees) incurred as a result of late chasing for payment.
- c) In the case of temporary positions (which includes babysitting bookings) and unless otherwise agreed, the relevant fee is based on the number of hours, days or weeks initially requested. No refund or reduction from the Agency's current rate will be given in the case of these bookings if the booking is cancelled or reduced in duration.
- d) The Client agrees to notify the Agency of a re-engagement or extension of a temporary engagement.

3.2 Fees - Permanent Worker (to be employed by the Client)

- a) The fees payable to the Company by the Client in respect of the introduction of a candidate to the Client who takes up a permanent position (whether as an employee or as a self employed person or otherwise, and whether or not the Client had any knowledge of that candidate prior to the introduction) shall be the fixed amount mentioned in condition 7.1
- b) In the case of part time positions, if within 2 months the Candidate is asked to work longer hours, then an additional fee will be charged which will be the difference between the fee actually charged and the fee that would have been charged if the Candidate had been initially engaged for those longer hours.
- c) If the person is engaged and/or otherwise used in that permanent position and/or capacity a fee will be payable which equals three times the net weekly salary plus VAT or £250 + VAT whichever is the greater amount.
- d) The Client will be legally responsible for their employee's Tax and National insurance payments and for providing a detailed payslip.

3.3 Fees - Fixed Term Worker (invoiced by the Company)

- a) The fees payable to the Company by the Client in respect of the introduction and/or supply of a fixed term worker shall be agreed between the Company and the Client before the commencement of the placement of that individual and a written record kept by the Company.
- b) Fees for a Fixed Term Worker are normally invoiced at an hourly rate to be agreed between the Client and the Agency plus an Administration Fee of £65 per week.
- c) If the Client reasonably considers that a fixed term worker provided by the Company is unsuitable and unsatisfactory, the Client shall forthwith cease to use the services of the temporary worker and shall inform the Company. No charge will be made in connection with the services of the temporary worker provided the Client provides satisfactory evidence to the Company and notification of the termination is given within 90 minutes of the commencement of the assignment.
- d) The Client shall countersign a timesheet in such form as the Company shall require from time to time in respect of each month of the assignment of a Fixed Term Worker which shows a true record of the hours worked by that individual. If the Client does not sign the timesheet, then the individual's record of hours will be accepted and properly form the basis for the charge made by the Company to the Client.

3.4 Fees - Temporary Worker (invoiced by the Company)

- a) The fees payable in respect of the supply of a temporary worker shall vary according to the category, grade and/or experience of the individual and shall be charged upon 15 minute units at such rates as shall be advised at the time of the booking or, if not so advised, in accordance with the Company's scale of charges prevailing at the time (copies of such scale of charges being available on request). The charges/rates shall be exclusive of any travelling or other expenses. Unless otherwise agreed beforehand, the fees to be paid will be a minimum of 3 hours once the temporary workers commences the assignment.
- b) At the Company's discretion, a deposit for an amount determined by the Company shall be payable before the supply of a temporary worker is made, this will be advised, in writing, to the Client.
- c) If the Client reasonably considers that a temporary worker provided by the Company is unsuitable and unsatisfactory, the Client shall forthwith cease to use the services of the temporary worker and shall inform the Company. No charge will be made in connection with the services of the temporary worker provided

the Client provides satisfactory evidence to the Company and notification of the termination is given within 90 minutes of the commencement of the assignment.

- d) If the Client cancels a booking within 24 hours of the proposed starting time of the engagement of a temporary worker, then the Client shall pay a minimum of the rate for 3 hours' work.
- e) The Client shall countersign a timesheet in such form as the Company shall require from time to time in respect of each week of the assignment of a Temporary Worker which shows a true record of the hours worked by that individual. If the Client does not sign the timesheet, then the individual's record of hours will be accepted and properly form the basis for the charge made by the Company to the Client.

3.5 Later Engagement of any Worker –Fees

- a) If within six months after the later of (a) the date of the supply or introduction by the Company to the Client of any individual and/or candidate, or (b) if applicable, the date of the completion by an individual of his/her assignment with the Client, the Client agrees to engage that individual or candidate or otherwise to make use of him/her in any capacity (whether this be temporary or permanent or for a fixed term and whether as an employee or self employed person or otherwise) or the Client or any person associated with the Client refers that individual and/or candidate in any such capacity to some other person or body, and that other person or body engages or otherwise makes use of that individual in any such capacity, the Client shall notify the Company, and in any event the Client will be liable to the Company as follows and the appropriate additional fees :-
 - i) If the person is engaged and/or otherwise used in that permanent position and/or capacity and the total annual payment is known to the Company, a fee will be payable in accordance which equals three times the net weekly salary plus VAT or £250 + VAT whichever is the greater amount.
 - ii) In any other case the fee shall be £950 + VAT.

4. REFUND POLICY

- 4.1 If the engagement of a candidate introduced by the Company and engaged by the Client for a permanent position is terminated for whatever reason within six weeks of the commencement date of the engagement, then the following refund of fees shall be made:-

Period of engagement	Percentage of fee to be refunded
Up to 7 days	100%
8 days to 14 days	80%
15 days to 21 days	60%
22 days to 28 days	40%
29 days to 35 days	20%
36 days to 42 days	10%

- 4.2 A refund will not be due and payable unless (a) the invoice rendered by the Company to the Client has been paid on or before its due date, (b) the Client gives written notification of the termination within seven days of the date of such termination, and (c) the Client provides to the Company written details of the circumstances of the termination.
- 4.3 No refund of fees attributable to a temporary worker or a fixed-term worker shall be payable if such individual becomes a permanent worker, nor shall any refund of fees be payable in the case of a fixed-term worker whose engagement is terminated before the expiry of the fixed period.

4.4 To the extent an individual is engaged on a permanent basis by a Client, no refund will be due under the terms of Condition 4.1 above if the Company has already given a refund in relation to that individual on a previous occasion.

4.5 At the discretion of the Company, if a candidate leaves within the first four weeks of his permanent engagement, the Company may provide another suitable candidate in place of a refund.

4.6 No refund will be given where the Client retains the services of a Candidate, even though the Client considers the Candidate unsatisfactory.

5. ACCOUNTS AND VAT

5.1 The Client must pay all accounts & invoices within 14 days from the date of the account and / or invoice.

5.2 All fees and charges are exclusive of VAT, and VAT at the prevailing rate from time to time shall be payable upon and at the same time as the fees and charges unless otherwise advise by the Company.

6. CONFIDENTIALITY

6.1 All communication, whether written or oral and however communicated, shall be confidential between the parties. Should the Client pass on any information including, inter alia, details of Candidates, or recommend a Candidate to a third party resulting in a booking of permanent temporary or part time childcare employment then the Client will be liable for the relevant full fee as if the booking had been made by the Client itself and these terms and conditions shall apply accordingly.

6.2 It is the obligation of the Client to immediately inform the Agency when a Candidate is introduced by the Agency who has already been introduced by a third party and the details of that third party. If the Client does not so inform the Agency then it will be presumed that the introduction has been effected by the Agency and the relevant fee will become payable.

7. LIABILITY

7.1 The Client is responsible for ensuring that their home contents insurance includes cover for Employers and Public Liability insurance for domestic workers, including child carers. The Agency does not exclude or restrict liability for death or personal injury resulting from its negligence.

7.2 If the Company shall be in breach of any of the terms and conditions or otherwise shall be liable to the Client, the Company's liability shall not exceed the amount of the fees payable by the Client to the Company in connection with the supply and/or introduction of the relevant individual, and in any event, no liability shall arise unless the Client shall report in writing its claim to the Company within three working days of the occurrence of the circumstances giving rise to the claim.

7.3 The Client shall indemnify the Company against any claims made by any person against the Company in any way relating to the supply of any temporary worker and/or the supply or introduction of any fixed-term worker and/or the engagement of any candidate to a permanent position, and in particular in regard to all and any acts of omissions of such individuals, and against any demands, claims, proceedings or otherwise made by such individual arising out of or connected with the acts or omissions of the Client.

7.4 All invoices shall be paid without deduction, and in particular without any set off in respect of any claim or alleged claim of the Client against the Company. In regard to any temporary worker, the Company will pay tax and National Insurance contributions or otherwise due in respect of that individual if agreed with the Client.

7.5 No variation of these Terms and Conditions is valid or binding upon the Company unless approved in writing by a Director of the Company.

8 GENERAL

8.1 In regard to candidates for permanent positions and fixed-term workers, the Client shall be responsible for assessing the suitability of any candidate or individual, and for obtaining any further references, security/reference checks or other information concerning such candidate in addition to those supplied by the Agency if required.

8.2 The Client shall be exclusively responsible for obtaining any necessary licences, permits and consents in connection with the engagement of any temporary, fixed-term or permanent worker and the use of that individual's services, and in particular, but without prejudice, the generality of the foregoing, in relation to any place where work shall be carried out.

8.3 The Client shall be responsible for satisfying itself that any temporary worker, fixed-term worker or permanent worker shall have the necessary qualifications, licences, capabilities, integrity and suitability for the purpose for which they are required. The Agency endeavours to provide the Client with only the most suitable Candidates. However the final decision to employ a Candidate is the sole responsibility of the Client and the Agency does not accept any liability for any kind of inconvenience, loss or damage howsoever arising and whether caused directly or indirectly from an act or omission of a Candidate introduced by the Agency. Similarly no warranty is offered in respect of the suitability, honesty, capability or character of any Candidate introduced by the Agency and employed by the Client.

8.4 The Company shall not be liable for any loss, damage, costs and/or expenses howsoever caused and/or arising (whether directly or indirectly) and in any way connected with any act or omission by any individual or candidate supplied or introduced to the Client by the Company, whether as a temporary, fixed-term or permanent worker or otherwise.

8.5 The Client shall be responsible for ensuring compliance with all health and safety and other legislation relating to the carrying on of their business and the use of the services of any temporary, fixed-term or permanent worker, and the Client shall be responsible for all and any insurance cover in connection therewith.

8.6 These Terms and Conditions shall be governed by and construed in accordance with the laws of England Wales and the English Courts shall have exclusive jurisdiction.

8.7 These Terms and Conditions forthwith upon delivery by the Company to the Client supersede any previous terms and conditions of business existing as between the Company and the Client.

AGREED BY THE CLIENT

Full Name of Client (in Capitals)	
Full Address (inc Post Code) of the Client	Post Code
Signed by Client	
Date	