

KiddyKare Ltd ***Temporary Staff – Client Contract***

1. THE CONTRACT

- 1.1. These Terms constitute the contract between KiddyKare and the Client for the supply of the Temporary Worker's services by KiddyKare 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 or the passing of any information about the Temporary Worker to any third party following an Introduction.
- 1.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of KiddyKare, these Terms prevail over any terms of business or purchase conditions put forward by the Client.
- 1.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between KiddyKare and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2. CHARGES

- 2.1 The Client agrees to pay such hourly charges of KiddyKare as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker's hourly rate but also include KiddyKare's commission calculated as a percentage of the Temporary Worker's hourly rate, employer's National Insurance contributions 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. VAT to be charged as applicable.
- 2.2 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. KiddyKare reserves the right to charge interest on any overdue amounts at the rate of 5% per annum above the base rate from time to time of Lloyds Bank from the due date until the date of payment.
- 2.3 There are no rebates payable in respect of the charges of KiddyKare.
- 2.4 Cheques to be made payable to KiddyKare Ltd or if payment is made by BACS then to

Account Name;	KiddyKare Ltd
Bank Name	Lloyds TSB Bank plc
Address	PO Box 1000
	BX1 1LT
Sort Code	30 95 36
Account Number	00221501

3. INFORMATION TO BE PROVIDED

- 3.1. When making an Introduction of a Temporary Worker to the Client KiddyKare 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 KiddyKare under a contract for services; and that the Temporary Worker is willing to work in the Assignment. KiddyKare ensures that the Temporary worker receives an initial induction before the assignment but it is the Client's responsibility to give an on-site induction on the first day of the Assignment.
- 3.2. 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.

4. TIME SHEETS

- 4.1 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) the Client shall sign KiddyKare's time sheet verifying the number of hours worked by the Temporary Worker during that week.
- 4.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform KiddyKare as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with KiddyKare to enable KiddyKare to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 4.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 7.1 below.

5. PAYMENT OF THE TEMPORARY WORKER

- 5.1 KiddyKare assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

6. TRANSFER AND INTRODUCTION FEES

- 6.1 Temporary to permanent rates are charged in accordance with the conduct of the Employment Agencies & Employment Business Regulations 2004. Where a Client wishes to employ a temporary worker who was introduced under an Assignment, then the client is liable to pay a fee set out in the temporary to permanent rate schedule or to paying for an extended period of hire of 10 weeks at the hourly charge stated in clause 2.1. The same fee is also due on the introduction of the temporary worker to other employers that result in an engagement. Fees are also liable where the client engages one of KiddyKare's temporary worker via another Recruitment Organization. Temporary to permanent fees are chargeable either within 8 weeks from the date of the end of the Assignment or within 14 from the start of the first Assignment, whichever is later.

7. LIABILITY

7.1 Whilst every effort is made by KiddyKare 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, KiddyKare 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, KiddyKare does not exclude liability for death or personal injury arising from its own negligence.

7.2 Temporary Workers supplied by KiddyKare are engaged under contracts for services. They are not the employees of KiddyKare but 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 the Temporary Worker 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, Health and Safety At Work Act etc, 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 Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

7.3 The Client shall advise KiddyKare of any special health and safety matters about which KiddyKare 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 KiddyKare in complying with KiddyKare's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by KiddyKare 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 KiddyKare of this requirement before the commencement of that week.

7.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

7.5 The Client shall indemnify and keep indemnified KiddyKare against any costs, claims or liabilities incurred by KiddyKare arising out of any Assignment or arising out of any non-compliance with clauses 7.2, and 7.3 and/or as a result of any breach of these Terms by the Client.

8. SPECIAL SITUATIONS

8.1 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, KiddyKare 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

9.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary 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 Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. KiddyKare may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that 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;

And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to KiddyKare within 48 hours of the termination of the Assignment.

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

9.3 The Client shall notify KiddyKare 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.

9.4 KiddyKare 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.

11. LAW

10.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

Signed for and on behalf of the Client

Name of Client _____

Dated _____

Address

Signed on behalf of KiddyKare Ltd

Dated _____

