

Terms & Conditions - Temporary Staff

DEFINITIONS

1. "The Agency" means Peach Recruitment. "The Client" means the person, persons or company to whom the Agency may provide temporary staff. "The Temporary Person" means the person supplied by the Agency for temporary employment by the Client under the terms and conditions set out hereunder.

CONTRACT

2. The acceptance by the Client of the services of any person supplied by the Agency will be deemed acceptance of Agency Terms and conditions and an agreement to pay Agency charges.

3. The Client will pay an hourly charge in respect of each person supplied by the Agency. The charge will be calculated in accordance with the charges communicated by the Agency to the Client at the time of the booking, on which Value Added Tax will be paid in addition. The charge will include Pay Related Social Insurance. The Agency will, from the fee charged, pay temporary staff.

4. Although all temporary staff are employed and paid by the Agency, they are subject to the exclusive direction and control of the client who will determine the manner in which the service is rendered by the temporary person.

5. The Agency will endeavour to provide a temporary person for the period of accepted booking, but this cannot be guaranteed as it is dependent upon availability and upon matters such as illness, outside the Agency's control. Should the Agency not have had a candidate with the necessary skills, the Agency will offer a candidate with the skills most closely matched to the client's requirements. Should this not be suitable, the Agency will, if the contract is of reasonable duration (3 months +), advertise, with no charge to the Client.

6. Clients engaging members or former members of the Agency's staff within a twelve month period from the termination of the temporary engagement, must notify the Agency immediately, as must the temporary person.

7. If within twelve months of introduction of a temporary person, or the completion by that temporary of his or her assignment (whichever shall be later), the Client agrees to employ or make use of a temporary in any capacity whether temporary, permanent, or self employed otherwise than directly through the Agency, the client will be liable for an introduction fee equivalent to 250 times the hourly charge applicable to staff for the category under which the temporary was last employed by the Agency, or our normal permanent fee of 15% of the gross salary, whichever is lower. The charge will be that prevailing at the date of the client's agreement to employ or make use of the temporary person.

8. The Client will be responsible for all acts and omissions of any such temporary person whether wilful, negligent or otherwise.

9. Under no circumstances will the Agency be liable for any loss, damage, accident to person or expense suffered or incurred by the Client arising from, or in any way connected with, the supply by the Agency to the client of any temporary person. Although the Agency will make every effort to ensure the suitability of the temporary person, and to maintain high standards of integrity and reliability, on behalf of the Client, the Agency will not accept any liability for any loss, expense, damage or lack of skill or delay arising from the failure of the temporary person to perform. Client companies are responsible for supervision, management and control of temporary staff during the period of their engagement, and are responsible for the provision of a proper place, safe system of work and insurance cover.

10. If a temporary person is found by the Client to be unsatisfactory, no charge will be made by the Agency for time worked by the temporary person up to a maximum of four hours, provided notification is received by telephone within four hours of the temporary person commencing work, such

notification to be confirmed in writing. If this should occur, the Agency will, on a best effort basis, endeavour to replace the temporary person.

11. Payment by the Client of temporary staff charges will be made to the Agency within seven days of invoice date. Clients are reminded that prompt settlement (within 7 days) is required as invoices are in respect of wages and tax already paid.

12. The Agency reserves the right to adjust the terms of business without prior notice.