



# KIARA PERSONNEL (UK) Ltd

## Terms and Conditions of Business for Temporary Staff

### **Definition**

'The Client' means an Employer Client of an organisation or corporate body engaging the services of the Temporary Worker.

'Directly employed and permanent staff' Kiara Personnel means all applicants directly employed or used and paid by the Client.

'Temporary Workers' means all workers supplied to the Client but under a Contract for Services with and paid by Kiara Personnel.

'Assignment' means the period during which the Temporary Worker is engaged to render services to the Client.

'Rates' means the rate of pay agreed between Kiara personnel and Client at the time of engagement

These terms and conditions of Business between 'Kiara personnel' and an Employer are deemed to be accepted by the virtue of an interview, the use or the engagement (Which term includes employment or use whether under a contract of service or for services) of an applicant introduced, or of a temporary worker supplied by Kiara Personnel.

### **Temporary Workers**

1. The Client agrees to pay the hourly charges of Kiara Personnel for all hours worked as agreed with the Client relevant to the appropriate NJC grade and including special duties, sleep-ins, unsocial hours, weighting, travelling and any other allowances as charges. (A copy of this schedule is attached). These charges may be varied from time to time with immediate effect.
2. Charges which largely represent wages paid to staff supplied together with disbursements and agreed expenses will be invoiced weekly and are payable within fourteen days in full without any deductions. Kiara personnel will charge interest at 2.5% per month (34.5% APR) in respect of amounts outstanding more than 30 days. Interests will be calculated from the date of invoice until payment in full is received.

3. Kiara Personnel will perform the following services
  - a) Recruit, select and maintain a workforce from which to provide staff as available to meet the particular requirements of the Client
  - b) Make payments to staff supplied to Clients in respect of wages and all other allowances and expenses as agreed with the Client and as appropriate in accordance with time sheets as authorised by the Clients
  - c) Make deductions from gross wages due to staff supplied to Clients in respect of Income Tax and National Insurance contributions and account for such deductions together with Employer N.I to the Inland Revenue
4. The Client shall be responsible for the supervision, direction and control of staff supplied and as to the way duties are to be performed for the duration of the assignment and shall effect all necessary insurance cover including inter alia, Employer's and Public Liability.
5. In the event that the Client takes over and assumes the functions assigned to Kiara personnel under the Terms and Conditions, in whole or in part directly or indirectly and ipso facto terminates this agreement and employs or uses or introduces to any third party for employment any staff supplied under it to the client and in liquidation thereof the client agrees to make one further payment to Kiara personnel in accordance with "Directly employed and permanent" paragraph 2, -reduced fees may apply in this case.
6. If the services of staff prove to be unsatisfactory, to the Client at the commencement of an assignment, Kiara Personnel may reduce or cancel the charge for any time worked providing that the staff leave immediately and notification is received within 24 hours.
7. Upon the instruction of the Client or in the event of a serious complaint being sustained, Kiara Personnel will dismiss the staff supplied.
8. Whilst every effort is made by Kiara Personnel to give satisfaction to Clients by ensuring as far as possible reasonable standards of ability and reliability from staff and to provide them in accordance with requirements, by reason of human elements involved, no liability can be accepted for any injury to persons arising directly or indirectly from any act or omission of staff supplied or for any loss, expense, damage and delay arising from any failure to provide staff for all or part of the period of booking or from the lack of liability dishonesty of the staff supplied.

## **General**

The terms and Condition of Business may only be varied by express agreement in writing accepted by both the Client and Kiara Personnel.

These Terms and Conditions of Business are effective from 6<sup>th</sup> June 2006