

Terms and Conditions

1.1. Definitions

- 1.2. In these terms: -
- 1.3. "The Company" means ASH Construction Group Ltd whose registered office is at Unit 9 The Oaks, Manston Business Park, Ramsgate, CT12 5FN.
- 1.4. "The Client" means the person, firm or company to whom the Assignment Letter is addressed.
- 1.5. "The Assignment" means the job to be undertaken by the Company to supply to the Client the temporary/permanent workers as specified in the Assignment Letter.
- 1.6. "The Contract Date" means the date of the Assignment Letter.
- 1.7. "The Assignment Letter" means the letter from the Company to the Client setting out the basic terms of the Assignment

2. Formation of the Contract

- 2.1.1. These terms shall form the basis of the contract for the supply of workers by the Company to the Client and any associated company of the Client.
- 2.1.2. Notwithstanding anything to the contrary in the Client's standard booking conditions, these terms shall apply except so far as expressly agreed in writing by a director of the Company. Any agreed changes of numbers of workers or rates shall not affect any of the other terms of this contract.
- 2.1.3. No servant or agent of the Company has power to vary these terms orally, or to make representations or promises about the quality of the workers, their fitness to perform any given task/function or any other matter whatsoever.
- 2.1.4. Unless otherwise expressly stated in writing, all quotations and estimates by the Company are invitations to treat. The Client's request for workers is an offer, which offer will be accepted by the Company supplying this contract.
- 2.1.5. The Client's acceptance into the Client's premises of the Company's workers shall constitute acceptance by the Client of these terms.
- 2.1.6. The Company will provide workers to the Client at the request of any representative of the Client unless otherwise instructed in writing by the Client.
- 2.1.7. The construction, validity and performance of these terms and this contract shall be governed by English Law.
- 2.1.8. These general terms shall be subject to such further special conditions as may be prescribed in writing by the Company or as may appear in the Assignment Letter.
- 2.1.9. In the event of any conflict, or apparent conflict, between the special conditions and these general terms, the special conditions shall prevail.
- 2.1.10. These terms supersede all previous trading terms issued by the Company.
- 2.1.11. All notices to be served under this contract shall be served by first class pre-paid post, facsimile message or by e-mail at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices

3. Price and payment

- 3.1.1. Rates quoted are exclusive of VAT, which will be added to all invoices at the rate applying at the appropriate tax point.
- 3.1.2. Invoices are payable 28 days following the date of invoice.
- 3.1.3. The Company will charge interest at 8% per annum above the base rate on all overdue invoices from the date of the invoice to the date of payment of the invoice, together with compensation for the costs suffered by the Company arising from late payment, in accordance with its rights under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.1.4. All legal costs and expenses incurred by the Company in seeking to collect overdue invoices from the Client will be payable by the Client on an indemnity basis.
- 3.1.5. The Client shall not be entitled to withhold payment of any amount payable under this contract by reason of any dispute or claim by the Client.
- 3.1.6. The Client shall not be entitled to set off against any amount payable under this contract any amount due by the Company to the Client under any other agreement.
- 3.1.7. Without prejudice to any other rights of the Company, if the Client shall fail to make punctual payments of any sum under any contract between the Company and the Client, the Company may, at its option, either withhold the provision of its services until the total indebtedness of the Client to the Company has been discharged, or cancel this contract
- 3.1.8. If the Client shall become bankrupt or insolvent, or have a receiving order or administration order made against it, or compound with its creditors, or being a company, commence to be wound up, not being a members voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under a receiver for the benefit of its creditors or any of them, or the Company has bona fide doubts as to the solvency of the Client, or if the Client fails to pay invoices payable under this contract within the contractual credit period, all sums payable to the Company by the Client under this contract or otherwise shall become due and payable forthwith without requirement for any notice to be given and the Company shall be released from its obligation to continue to provide its services, save on terms acceptable to the Company.

4. Delivery and quality of the Service

- 4.1.1. Bookings are taken in good faith, but the arrival of workers at the Client's premises cannot be guaranteed. No liability will be accepted by the Company for any loss whatsoever suffered or caused through delays in the provision of workers
- 4.1.2. All warranties or other terms implied by statute or otherwise shall not apply to this contract, including but not limited to those implied by the Supply of Goods and Services Act 1982 and the Consumer Protection Act 1987.
- 4.1.3. The Company shall not be liable for any consequential or indirect loss suffered by the Client or any third party in relation to this contract and the Client shall indemnify the Company in respect of any claim of any person in respect of such consequential or indirect loss.
- 4.1.4. The entire liability of the Company under this contract shall not in any event exceed the contract price of the contract, save in respect of the Company's liability for death or personal injury resulting from negligence.

5. Compliance

- 5.1.1. 5.1.1 The Client agrees to provide the Company with sufficient information to enable the Company to assess the suitability of each worker for each Assignment. In this regard, the Client agrees to provide the following information: -
- 5.1.2. the identity of the person whom it is proposed will engage the worker, in respect of every proposed Assignment, to ensure that the correct associated company of the Client is identified, and, if applicable, the nature of that person's business.
- 5.1.3. the date on which it is proposed that the Assignment should begin, and the duration, or likely duration, of the Assignment.
- 5.1.4. the position to be filled, including the type of work which the worker will be required to do, the location at which and the hours during which he will be required to work.
- 5.1.5. any risks to health or safety relevant to the Assignment and a note of the steps that have been taken by the Client to prevent or control such risks; and the experience, training, qualifications, and any authorisations which are necessary (or which are required by law or by any professional body) for the worker to possess in order to work in the position, and any expenses payable by or to the worker.
- 5.1.6. The Client agrees to provide the above information in writing and in good time before the commencement of the Assignment and without

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- delay during the Assignment, where appropriate, for example, in the light of a change of circumstances
- 5.1.7. The Client will inform the Company when certification held by the worker or new certification arranged by the Client for the worker is used outside of the original Assignment requirements. In the absence of such notice, the Client will indemnify the Company for all liabilities incurred by the Company pursuant to the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Conduct Regulations").
 - 5.1.8. The Client shall be responsible for obtaining work and other permits, for the arrangement of any medical examinations and/or investigations into the medical history of any worker to satisfy any medical and other requirements or qualifications required by law.
 - 5.1.9. Subject to confirmation from the Client to the Company of the information in this sub-clause, the Company shall take reasonably practicable steps to ensure that the worker is aware of all applicable requirements for the Assignment including any changes to the Assignment.
 - 5.1.10. The Client undertakes not to require a worker to perform the duties normally performed by a worker who is taking part in official industrial action.
 - 5.1.11. The Company shall make reasonable endeavors to ensure the suitability of the worker for the Assignment. However, the Client must also satisfy itself as to the suitability of the worker and shall be responsible for taking up and/or confirming any references, including the confirmation of any professional or academic qualifications or any authorisation required by law, provided by the worker and/or the Company before engaging a worker. No liability will be accepted by the Company for any loss, expense, damage, or delay arising from the unsuitability, incompetence, negligence, dishonesty, or misconduct of any workers.
 - 5.1.12. The Company shall ensure that the Assignment Letter identifies the worker(s), that the worker(s) has/have necessary experience and/or qualifications for the Assignment and that the worker(s) is/are willing to fulfil the Assignment.

6. General

- 6.1.1. The Company shall not be liable for any failure to provide its services arising from circumstances outside its control, including but not limited to lockouts, fire, accidents, or adverse weather conditions.
- 6.1.2. The failure by a party to enforce in any instance the performance of any provision of this contract shall not be construed as a waiver of that party's rights to future performance of such or any other provision
- 6.1.3. No person who is not a party to this contract shall have the right, under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms
- 6.1.4. The Client shall comply with the provisions of the Data Protection Act 1998 in relation to the personal data of workers.

TEMP WORKERS TERMS (EMPLOYMENT BUSINESS)

7. Prices and payment

- 7.1.1. In the case of Assignments for unspecified periods, rates quoted in the Assignment Letter are subject to review on one week's prior notice
- 7.1.2. In the case of Assignments for fixed periods, rates quoted in the Assignment Letter are fixed until the end of September following the Contract Date and subject to further review annually with effect from 1st October in each year
- 7.1.3. Rates quoted are basic rates, which are applicable to hours worked by workers on weekdays between 7.30am and 5.30pm. Any overtime rates will be agreed separately in writing.
- 7.1.4. The Company shall be responsible for the payment of wages, PAYE income tax and National Insurance contributions payable in respect of workers, notwithstanding that the status of the worker as against the Company is that of a self-employed person
- 7.1.5. In the event that any worker carries out a job function other than that booked, the hourly rate payable in respect of that worker will be the higher of that applicable to the job function booked and the job function carried out.
- 7.1.6. Unless other payment terms are agreed, invoices will be rendered during the week following that in which the work is carried out.

8. Indirect Fees

- 8.1.1. Subject to sub-clause 8.1.2, a placement fee shall be payable by the Client to the Company if the Client or any associated company makes use of the services of the worker other than pursuant to this contract or the Client introduces the worker to any other person (including an associated company of the Client), subsequent to which the worker's services are used by that person (other than pursuant to this contract, or an equivalent agreement between the Company and that person) or the services of such worker are provided to the Client through a third party, in each case after commencement of the Assignment, within the later of the date eight weeks following the termination of the Assignment and the date 26 weeks following the commencement of the Assignment; or where the Assignment has not commenced, at any time between the date of notification of the name of the worker by the Company to the Client and the date of the commencement of the Assignment.
- 8.1.2. It is agreed that sub-clause 8.1.1 shall not apply where the Client makes use of the services of the worker on the terms set out in this contract for a minimum of 26 continuous weeks Monday to Friday from the date when the Company first becomes aware that the circumstances described in sub-clause 8.1.1 have arisen.
- 8.1.3. The fee payable by the Client in respect of the engagement of workers in the circumstances set out in sub-clause 8.1.1 above is a sum equal to that which would have been payable by the Client had the Company supplied such workers to the Client for 300 hours at the last (basic) hourly rate at which such workers had been supplied to the Client.
- 8.1.4. Such fee will be payable as soon as the Company first becomes aware that the circumstances described in sub-clause 2.2.1 have arisen unless the circumstances described in sub-clause 8.1.2 apply.
- 8.1.5. The Client undertakes to notify the Company immediately if the circumstances described in sub-clause 8.1.1 have arisen.

9. Time sheets

- 9.1.1. The Client undertakes to ensure that complete time sheets as presented each week on behalf of the Company are verified and signed.
- 9.1.2. Unless specific signatories of time sheets are notified to the Company in advance in writing, the person signing the time sheets on the Client's behalf shall be deemed duly authorised to do so.
- 9.1.3. Signature of a time sheet shall constitute a binding acceptance that the relevant workers have worked the hours recorded by the time sheet and that the Assignment has been satisfactorily carried out.
- 9.1.4. If the Client refuses, other than for good and proper reasons, to procure the signature of any time sheet, the Company shall nevertheless be entitled to invoice the Client in respect of the Assignment
- 9.1.5. The Client undertakes to check each time sheet before it signs it. In the event that lunch breaks/Bank holidays are signed for they must be paid in full

10. Client undertakings and warranties

- 10.1.1. All temporary workers provided by the Company are deemed to be under the exclusive direction and control of the Client throughout the period during which their services are provided. Accordingly, the Client assumes responsibility for all acts, errors, and omissions of workers, the health and safety of workers and compliance with all statutes, including such of the Conduct Regulations as may be applicable to the Client, the Working Time Regulations 1998, by-laws and codes of practice and all legal requirements to which the

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- Client is ordinarily subject in respect of the Client's own employees as if the workers were the employees of the Client
- 10.1.2. The Client undertakes to supervise effectively the workers supplied to it and, in particular, to conduct a health and safety induction process for all workers supplied to the Client.
 - 10.1.3. The Client warrants that it has a current insurance policy covering all usual insurable risks in relation to the running of its premises, including but not limited to insurances covering public liability, employer's liability, accidents at work and claims which may be made against the Company in relation to the Assignment.
 - 10.1.4. The Client shall indemnify the Company against all losses, claims and liabilities that may be incurred by the Company, under statute or common law, or by reason of the failure by the Client or any associated company of the Client to fulfil all or any of the undertakings or warranties contained in these terms.
 - 10.1.5. The Client shall not bring, or seek to bring, any claim (including any claimed right of set-off) against the Company in respect of any matter for which it agrees to assume liability in this sub-clause 10.
 - 10.1.6. The Client will assist the Company in complying with the Company's duties under the Working Time Regulations 1998 by supplying without delay any relevant information about the Assignment requested by the Company. The Client will not do anything to cause the Company to be in breach of its obligations under the Regulations. In particular expense suffered or incurred by the Client, arising from or in any way connected with the Company seeking a worker for the Client or the introduction by the Company to the Client of any worker or the engagement of any worker by the Client

11. Guarantee

- 11.1.1. Should any worker prove unsatisfactory, no fee will be charged by the Company in respect of such worker, provided that:- the Company is so notified within four hours of commencement of the Assignment such notification is confirmed in writing, and received by the Company within 7 days of verbal notification; and the worker is asked to leave the Client's premises within four hours of commencement of the assignment
- 11.1.2. In the absence of such notifications, the full fee in respect of any such worker will be payable.

12. PERMANENT WORKERS TERMS (EMPLOYMENT AGENCY)

Price and payment

- 12.1.1. Unless other payment terms are set out in the Assignment Letter, invoices will be rendered immediately upon the engagement commencing.
- 12.1.2. The fee payable to the Company by the Client for the engagement of a worker as a permanent worker is calculated as a percentage of the gross remuneration which the worker is entitled to earn during the first 12 months of his/her engagement by the Client. Car allowance and/or entitlement supplements that uplift or contribute to the overall gross remuneration package are subject to inclusion in percentage calculations. The basic salary is to be uplifted by 10% if the worker is to be provided with a car or use of a car. The percentage of the worker's gross remuneration (including uplift percentage, if appropriate) will be:

Gross Remuneration (incl uplift, if applicable)	Percentage
up to £29,999	17.5%
£30,000 and above	20 %
- 12.1.3. The fee payable to the Company by the Client for retained Assignments is 15% on appointment, 15% on acceptance of shortlist and 70% on the worker commencing employment.
- 12.1.4. The fee payable to the Company by the Client for client paid advertising is: Invoice for the cost of advertisement, payable immediately on appearance
- 12.1.5. In the event that the employment of the worker by the Client comes to an end shortly after commencement of employment, the following rebate schedule shall apply:-

First 4 weeks:	90% rebate	5-8 weeks:	50% rebate
9-10 weeks:	25% rebate	11-12 weeks:	10% rebate

provided that no rebate will be due if the fee has not been paid in accordance with the payment terms set out in sub-clause 3.1.2 or where the worker has been made redundant in the normal course of business or as a result of a merger, acquisition or takeover etc.
- 12.1.6. Should the Client wish the worker to undergo a trial period before permanent engagement (i.e. temp to perm) the services of the worker shall be provided as a member of the Client's workforce, on terms to be agreed. If an engagement subsequently takes place after the trial period, the Company's introduction fee as set out in this clause 3 will become payable. Furthermore, the Company's rebate provisions will not apply, as mutual suitability will have deemed to have been determined during the period of the temporary Assignment
- 12.1.7. Introductions are confidential. Any information passed to a third party, which results in the engagement of a worker by such third party, whether on a temporary or permanent basis, will render the Client liable to payment of the Company's fees as set out in this contract.
- 12.1.8. In the event that within the period of 6 months following the date upon which any worker is introduced by the Company to the Client, such worker is employed directly by the Client, by any company or business associated with the Client, by any company or business to whom the worker was introduced by the Client, or the services of such worker is provided to the Client through a third party, other than following a formal request to the Company and in respect of which a fee has been agreed, the Client shall be liable to pay to the Company an introduction fee calculated in accordance with clause 12 of this contract.
- 12.1.9. The Company endeavors to ensure the suitability of any worker introduced to the Client. However, the Company does not take up references, save where required to do so by the Regulations and the Client must satisfy itself as to the suitability of any worker. The Client must take up any references provided by any worker before engaging such worker. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations, for investigations into the medical history of any worker and for satisfying any medical and other requirements or qualifications required by law.
- 12.1.10. The Company shall not be liable under any circumstances for any loss, damage or where the Client requires or may require the services of a worker for more than 48 hours in any one week, the Client must notify the Company of this requirement before the commencement of that week.