

TERMS OF BUSINESS

1. All and any business undertaken by Team Spirits is transacted subject to these conditions.
2. The acceptance by or on behalf of the Client of the services of personnel supplied by Team Spirits shall be deemed acceptance of an agreement to these conditions.
3. The Client agrees to pay the charge of Team Spirits advised at the time of accepting the Temporary for an Assignment. The Client agrees to verify and sign the Team Spirits timesheets each week. Signature of such timesheets by the Client constitutes acceptance that the Temporary's services have been provided for the hours indicated on the timesheets and that such services have been satisfactory. Failure to sign the timesheet does not alter the Client's liability to pay for hours worked. VAT shall be charged in addition.
No charge is payable by the worker. All amounts due shall be paid by the Client within 14 days (temporary staff) and 21 days (permanent staff) of date of invoice and if not paid within that period the right is reserved to terminate without any prior notice any agreement and to charge interest at the rate of 5% above the Barclays Bank interest rate.
4. Whilst every effort is made by Team Spirits to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporaries and further to provide them in accordance with the Assignment requirements, no liability will be accepted by Team Spirits for any loss, expense, damage or delay arising from any failure to provide any particular Temporary for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of such Temporaries.
5. In the event that any personnel introduced by Team Spirits to the Client is appointed to undertake work in any capacity, either for the Client or any associates or subsidiaries, within the period of 12 months from the date of introduction, or alternatively if the Client introduces such personnel to any other person, firm or Company which results in an appointment to work in any capacity, then the Client shall pay to Team Spirits a fee comprising a one off payment of £500. In the event of any subsequent termination of such engagement, no refund or free replacement will be made by Team Spirits to the Client, as mutual suitability will have already been established.
6. Team Spirits will endeavour to ensure that temporary personnel supplied to the Client are satisfactory for the nature of work specified. Should the Client find such personnel unsuitable and notified Team Spirits to this effect within 2 hours of the said temporary staff commencing work, Team Spirits will, at its discretion, offer substitute staff or waive all charges provided the Client has dispensed with the services of the said staff.
7. Temporaries provided by Team Spirits are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the Temporary reports to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise, as though the Temporary were on the payroll of the Client and the Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Insurance cover for the Temporary during all Assignments.
8. The Client shall ensure that the provisions of the Health and Safety legislation and all other regulations, duties and obligations related to the nature or system of work are fully satisfied, whether directly or indirectly connected with the services provided by temporary personnel supplied by team Spirits and indemnify Team Spirits against all liabilities, costs and expenses arising as a result of any breach of such obligations.
9. The client shall indemnify and keep indemnified Team Spirits against any cost, claims and liabilities incurred by Team Spirits arising out of the hiring of the Temporary by the Client.
10. No variation can be made to these terms without the written consent of a director of Team Spirits.