

BASIC TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

1. These terms and conditions of business are between Grain Carpentry Solutions Limited (hereinafter called “the Employment Business) and the client hiring the temporary worker, (hereinafter called “the Client).
2. The hiring of a member of the Employment Business (hereinafter called a “Temporary Worker”) by the Client shall be deemed acceptance of and agreement to these Terms and Conditions of Business.
3. The Client agrees to pay the hourly rate agreed at the time of the booking; which also will be confirmed in writing, to sign the Employment Business time sheets each week certifying the number of hours a temporary Worker has provided service to the client but a minimum rate of eight hours will be charged for any booking of a short-term nature.
Signature of the Employment Business time sheets constitutes acceptance that the temporary Worker has worked satisfactory for the hours stated on the time sheet. Failure to sign the timesheet does not alter clients liability to pay for the hours worked. Any other expenses that may be agreed shall be itemised on the Employment Business Invoice in addition to this charge. All rates agreed exclude VAT, CITB levy and discount.
4. The Employment Business undertakes to send all invoices to the client with a copy of the timesheets.
5. All invoices shall be payable in full with no discount or deductions between on receipt of invoice to thirty days (TBA) of the date of the invoice.

6. Without limiting any other right or remedy of Grain, if the Customer fails to make any payment due to Grain under the Contract by the due date for payment (**Due Date**), after 30 days Grain will pass the account to its credit insurance provider Euler Hermes for collection of the debt which will in turn incur a 12% collection fee (as of 01/08/2023) plus statutory interest to be paid by the customer.
7. In the event of non-payment, Grain reserves the right to contact the end client for payment of the debt incurred by the Customer.
8. The Employment Business assumes responsibility for payment to the temporary Workers and responsibility for all statutory deductions required by Law.
9. The engagement directly or indirectly by the Client of a Temporary Worker or former Temporary worker whether for a limited or unlimited period of time, or the introduction of a Temporary Worker or former Temporary worker to any other employer with a resulting engagement renders the Client liable for payment of the Employment Business introduction fee provided that the engagement takes place with a period of 6 months after the last occasion when the temporary Worker was supplied by the Employment Business. The Employment Business introduction fee is 20% of the Temporary Workers Annual salary.
10. The Employment Business Undertakes to make every effort to ensure temporary workers of reasonable standards of skill, integrity and reliability are provided to the client in accordance with booking details. However, no liability can be accepted for any loss, damage, expense or delay arising from any failure to provide any particular Temporary Workers for all or part of the booking or from the negligence, dishonesty, misconduct or lack of skills of the Temporary Workers Provided.

11. The Client agrees to be responsible for ensuring the Temporary Worker is able and qualified to operate any equipment that may be required and any liability resulting for such operation.
12. It is the responsibility of the Client to supervise the Temporary Worker(s) supplied to him sufficiently and thus ensures reasonable standards and satisfaction with the level of workmanship. If the level of workmanship proves to be unsatisfactory to the Client it is the Client's responsibility to tell the Temporary Worker to leave the assignment or contact the Employment Business and arrange for them to advise the Temporary worker. The Employment Business will cancel the charge for the time worked provided the assignment is terminated immediately and notification is received within 4 hours of the temporary worker commencing the assignment.
13. All Temporary Workers supplied by the Employment Business are deemed to be under the direction and control of the client from the time the Temporary Worker reports to take up duties until completion of the assignment. The client agrees to be responsible for all acts, errors and omissions by the temporary worker be they wilful, negligent or otherwise. The Client agrees to comply with all statutes, codes of practice and legal requirements in relation to the Temporary Worker which they would ordinarily be subject to in respect of their own staff (subject to the matters referred to in paragraph 5). This in particular relates to the provision of Employers and Public Liability Insurance cover for the Temporary Worker for the full duration of the assignment.
14. The client is responsible for indemnifying and keeping indemnified the Employment Business against any costs, claims and liabilities incurred relating to the assignment.
15. No variation of these Terms and Conditions shall be considered valid unless confirmed in writing by a Director of the Company.

Comprehensive terms and conditions of business for the supply of temporary workers will be sent with our company information pack once the contract starts.