



Terms and Conditions
2021

CLIENT TERMS OF BUSINESS SUPPLYING TEMPORARY STAFF SERVICES

1 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

- "Assignment"** means the period during which the Temporary Worker is supplied to render services to the Client;
- "Client"** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or introduced;
- "Driver"** means a Temporary Worker engaged wholly or in part for the purpose of driving a vehicle or vehicles in connection with an Assignment;
- "The Employment Business"** means **High Society** of Unit 4a Hillgate Place, London, SW12 9ER whose Employment Business is known as **High Society**;
- "Engagement"** means the engagement, employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee;
- "Temporary Worker"** means the individual who is introduced by the Employment Business to render services to the Client;
- "Transfer Fee"** means the fee payable in accordance with clause 9.1(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- "Relevant Period"** means the later of either 14 weeks from the first day¹ on which the Temporary Worker was supplied by the Employment Business to work for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client;
- "Introduction Fee"** means the fee payable in accordance with clause 9.2(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- "Introduction"** means (i) the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business to supply a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker;
- "Remuneration"** includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party.

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

¹ The 'first day' will be the first occasion on which a Temporary Worker is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment

2 THE CONTRACT

- 2.1 These Terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.
- 2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of High Society, the Employment business, these Terms prevail over any terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3 CHARGES

- 3.1 The Client agrees to pay the hourly charges of the Employment Business. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges comprise mainly the Temporary Worker's pay but also include the Employment Business' commission calculated as a percentage of the Temporary Worker's pay, the Temporary Worker's holiday pay (the holiday entitlement of 5.6 weeks is equivalent to 12.07 per cent of the hours they have worked), employer's National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.
 - (a) If the event is held outside of London, and drivers have been allocated onto the job (11.2(a) and (b)), the cost of the driver for the entirety of the event will be charged at a higher rate due to responsibility. This will be represented on the quote/confirmation.
- 3.2 The charges are invoiced to the Client on a weekly basis and are payable within 10 days from receipt. Receipt of invoice shall be deemed to be two days after the date shown on the invoice. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998 the Employment Business reserves the right to charge interest on any overdue amounts at the rate of at 8% per month above the base rate of the Bank of England calculated on a daily basis from the due date until the date of payment.
- 3.3 There are no refunds payable in respect of the charges of the Employment Business.
- 3.4 The Client agrees to pay the Company time and half after midnight.

4 INVOICING AND PAYMENT

- 4.1 The Client agrees to pay promptly. All invoices must be signed off to be paid on a 30 day basis with full settlement to be made at the end of each month for all prior month dated invoices.
- 4.2 Payment must be sent to our factoring company: Bibby Commercial Finance Limited, Sort Code: 20-51-01, Account Number: 60078816. All information regarding sending payment to Bibby can be found on the stamp-mark on the invoice. All remittances for each payment must be sent to: Rachel.ellis@high-society.co.uk and manchesterrems@bibbyfinancialservices.com
- 4.3 The Client agrees to pay the hourly rate charge of the Employment Business advised at the time of booking of the Temporary Worker for all the hours actually worked.
- 4.4 The Employment Business reserves the right to vary the charge on any extension or existing Catering Contract, subject to only seven days prior notification of such variation being given to the Client. The client will seek permission if they wish to vary the contract.
- 4.5 Failure of the Client to send back any time sheet shall not preclude charging by the Employment Business in full for all the time actually worked by any Temporary Worker in accordance with the conditions.

- 4.6 All Temporary Workers, including general staff, supervisors and event managers will be charged out at time and a half after the hour of midnight.
- 4.7 An invoice query must be dealt with within 7 working days from the date on the invoice.

5 CANCELLATION

- 5.1 In the event that Temporary Workers with the Employment Business are cancelled then the following will be charged:
 - 1. A charge of 100% of the quote of the event for cancellation within 2 working days.
 - 2. A charge of 50% of the quote of the event for cancellation within 5 working days.
 - 3. A charge of 30% of the quote of the event for cancellation within 7 working days.

To clarify the day of an event begins at 00:00 midnight.

The quoted amount refers to the expected hours the staff were due to work at the normal charge rate.

- 5.2 A cancellation of the whole job or a Temporary Worker must be made in writing via email. Please note that an answer phone message is insufficient for a cancellation to be recognised.
- 5.3 If the cancelled Assignment was a multiple event for a period of several days, then we must charge the whole quoted amount, for the expected hours the staff were due to work, at the normal charge rate. If there is a change of details within 48 hours of the start date of the event, then the Employment Business reserves the right to levy a charge of £5.00 per Temporary Worker that requires re-contacting and re-confirming with the new details for the Assignment.

6 INFORMATION TO BE PROVIDED

- 6.1 When making an Introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.
- 6.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client.

7 TIME SHEETS

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.
- 7.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 7.3 The Client shall not be entitled to decline to send back a timesheet on the basis that

he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 16.1 below.

8 PAYMENT OF THE TEMPORARY WORKER

- 8.1 The Employment Business assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

9 TRANSFER AND INTRODUCTION FEES

- 9.1 In the event of the Engagement of a Temporary Worker supplied by the Employment Business either (1) directly by the Client or (2) by the Client pursuant to being supplied by another employment business, within the Relevant Period the Client shall be liable, to either:
- (a) Subject to electing upon giving 14 days notice, an extended period of hire of the Temporary Worker being 14 weeks during which the Employment Business shall be entitled to charge the same hourly rate at which the Temporary Worker was supplied; or
 - (b) A Transfer Fee calculated as follows: 18% (eighteen per cent) of the Remuneration applicable during the first 12 months of the Engagement, less ¼% (one quarter of one percent) deducted for each week that the Temporary Worker has been supplied to the Client, but shall be no less than 10%. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 9.2 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business the Client shall be liable, to either:
- (a) Subject to electing upon giving 14 days' notice, a period of hire of the Temporary Worker being 24 weeks during which the Employment Business shall be entitled to charge an hourly rate plus relevant fees commensurate with the position for which the Temporary Worker is engaged for each hour the Temporary Worker is so employed or supplied; or
 - (b) An Introduction Fee calculated as follows: 18% of the Remuneration applicable during the first 12 months of the Engagement or if the actual amount of the Remuneration is not known, a fee based on a salary commensurate with the post for which the Temporary Worker is engaged. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
 - (c)
- 9.3 In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 9.1(b) or 9.2(b), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its Commencement, whichever is sooner.
- 9.4 In the event that the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within the Relevant Period the Client shall be liable to pay a Transfer Fee calculated as follows: 18% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, a fee based on a salary commensurate with the position for which the Temporary Worker is engaged. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

10 LIABILITY

- 10.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client

by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

- 10.2 Temporary Workers (including Drivers) supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment, at which time all the responsibilities and obligations (as described under these Terms and Conditions) of the Client to the Temporary Worker commence. This occurs:
- (a) (in the case of Drivers) at the moment they get into a vehicle in connection with the commencement of an Assignment and
 - (b) (in the case of any other Temporary Workers) at the time they assemble at any collection point, but in any case no later than the moment at which they are picked up by any Driver.

The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker (including, for the avoidance of doubt, any Driver), whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, all relevant discrimination legislation in force from time to time, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff or would be so subject if the Client had the Client's own staff employed in the business concerned or at the location concerned, wherever that may be (excluding the matters specifically mentioned in Clause 8 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

- 10.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 10.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.
- 10.5 The Client hereby undertakes to insure the Temporary Worker against all risks occasioned to third parties and their property. Care must be taken with Temporary Worker property, placing belongings in safe areas. The Client must insure against all risks when they allocate the Temporary Worker to work in another employer's business, without prejudice to the generality of the foregoing to ensure all acts, errors and omissions, be they wilful, negligent or otherwise.
- 10.6 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 10.2 and 10.3 and 10.5 and/or as a result of any breach of these Terms by the Client.

11 TRANSPORT

- 11.1 It is the Client's responsibility to provide a map and clear written directions, in adequate time before their Assignment. The Drivers are deemed to be under control of the Client from the time they depart for the Assignment.
- 11.2 For Assignments outside London, petrol is chargeable @ £0.59 per mile from when they leave their home. Drivers receive two way travelling time and are paid until the time they

reach home after the event. Passengers are paid one way travelling time, which is calculated from the time the Temporary Workers depart from their meeting point, to the time they finish work.

- (a) High Society reserve the right to assess each assignment outside of London and where applicable will book transport through a third party (eg Zipcar, Minibus, Coach). This will incur a charge on the invoice of the total cost of the transport fee plus an admin fee of 5% of the total amount (before VAT)
 - (b) In the instance of using ZIPCAR UK© (A car hire company that rent cars via the hour/day that High Society have an account with). High Society will source the car and driver. Included in the 'basic' cost of the hire of the vehicle is 60 miles. Any additional mile over the 60 miles will be charged at £0.30 per mile. Once the meeting point and route has been calculated, we can send an estimated cost within the quote/confirmation. The final invoice will include the actual costs of the car and mileage (over the arranged 60). V.A.T. will be added on top.
- 11.3 In respect of Assignments ending at or after 11:30pm Monday to Saturday and/or 11.15pm on Sundays and/or before 06:00am Monday to Saturday and/or before 07:00am on Sundays, the client is responsible for providing appropriate transport for the temporary worker to their front door (e.g. Taxi).
- (a) If requested. High Society will book taxis for the Temporary Workers. This will incur a charge on the invoice of the cost of the taxi fee plus an admin fee of 5% of the total taxi amount (before VAT)
 - (b) In respect of assignments that occur outside of London travel zone 3, the client must ensure that staff are able to access the nearest working station by 23:30 to ensure they can make any Central London connections. If connections cannot be made, the client will be responsible for the taxi costs to get staff to their front door.
 - (c) In respect of Assignments that occur more than 10 – 15 minutes' walk from the nearest station to venue location (using safe public walkways) the client is responsible for any additional costs that may occur (e.g. bus journey or taxi fare). This may come in the form of 'additional costs' on the final invoice or under 'travel time' for the staff member, which will appear on quotes and confirmations.
- 11.4 Where staff are booked to finish at or before the taxi cut off time (11.3), if you request staff to stay later, it then becomes the responsibility of the client to provide transport (e.g. taxi) or money for taxi to ensure that staff get home safely.
- 11.5 If for any reason a Driver is unable to use the designated vehicle for the purposes of any Assignment, or any such vehicle is damaged, impounded or otherwise ceases to be available for the purpose of the Assignment then the Driver will whenever possible arrange such other transport as the Driver in his discretion deems appropriate in the circumstances (by way of example only, a driver might typically arrange for a taxi or taxis if his vehicle breaks down), then the Client shall reimburse in full, on demand, all such expenses.
- 11.6 All reasonable expenses incurred by a Temporary Worker shall be payable by the Client.
- 11.7 In respect of the bus and train fares within London, this applies where the Temporary Worker is required to travel to the Assignment, which is not within reasonable access of the London Underground.

12 REFRESHMENTS

- 12.1 In respect of Temporary Worker refreshments, it is the Client's responsibility to make sure the Temporary Workers are substantially fed every six hours that they work and that they also receive enough water. If no food and/or water are provided by the Client then adequate provisions and time must be made for the Temporary Workers to be able to purchase food and drink.

13 BOOKING SUPERVISORS, AND/OR EVENT MANAGERS

- 13.1 Supervisors – We recommend that a supervisor is appointed to lead the team to act as a liaison between the event manager and the Temporary Workers.
- 13.2 Event managers – Subject to a full brief, an event manager is responsible for overseeing and assisting in the co-ordination of an Assignment on behalf of the Client. Duties will then be delegated to the supervisors and the Temporary Workers. However ultimate responsibility for the provision of event management remains with the Client.

14 UNIFORMS

- 14.1 The Client is responsible for any additional uniform required. In the event of loss or damage of the items the Client will incur the cost of replacement or repair. The Client is responsible for delivery and collection.

15 SPECIAL SITUATIONS

- 15.1 Where the Temporary Worker is required by the law of any place, or by any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Temporary Worker, two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

16 TERMINATION

- 16.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:
- (a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
 - (b) Within two hours for bookings of seven hours or less;

And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

- 16.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 16.3 The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.
- 16.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 16.2.

17 LAW

- 17.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the Client _____ Date _____

Client Organisation Name _____ Job Ref _____