P & G Healthcare Limited

These terms and conditions of business are entered into between P & G Healthcare (PGH) of (Brooklyn, Cardiff Road, Hawthorn, Pontypridd, Wales CF37 5BB) who wish to enter into an agreement whereby PGH will introduce the client to temporary workers (hereafter called 'members') of whom PGH acts as an agent with a view to such temporary workers entering into contact for services with the client.

Conditions of Engagement

Terms of business for the supply of temporary staff. These conditions on which you accept the services of PGH Members supplied by PGH.

1. **Time sheets:** It is in your interest to ensure that an PGH timesheet is signed for at each assignment. Failure on your part to countersign the timesheet will not affect liability for payment. The timesheet acts as a record of the amount worked upon which the charges to you is based and is final and binding in any event. Duplicate timesheets can be provided upon request by the client at a charge rate of £2.00 per copy.
2. **Payment:** All amounts due to PGH are payable immediately on receipt of invoices. Cheques should be made payable to P & G Care Agency. If an invoice is unpaid within 30 days after the date of dispatch, PGH reserves the right to charge interest at 4% above HSBC rate on the full amount outstanding from the date of invoice to the date of payment.
3. **Charges:** You will be charged for work undertaken by the PGH member. These charges shall consist of the sum due to PGH calculated by applying the hourly rate of payment agreed between PGH and the client to the number of hours worked as shown on the timesheet. This will be inclusive of national insurance contributions and working time regulations. An additional charge for Value Added Tax will be added. Although PGH members are self-employed, PGH is required by the inland revenue and the department of social security to deduct tax and national insurance where appropriate and is responsible for paying those elements to the collector of taxes. PGH will use 3rd party organisations in cases of default payments and cost passed on to defaulter.
4. **Permanent recruitment:** If you employ any PGH member introduced to you by PGH, PGH shall be entitled to a transfer fee. This one-off fee will be charged in consideration of the introduction; whether the approach for employment is made by you or a 3rd party on your behalf or by a PGH member. If you wish to employ a PGH other than PGH, please contact the PGH office to confirm the fee which normally will be a percentage of the PGH members expected earnings for the year.
5. **Cancellations and amendment to bookings:** If the client cancels its instructions for the introduction of the PGH member after PGH has confirmed the introduction to the client whether orally or in writing. PGH reserves the right to charge the following fees:

a) If cancellation occurs prior to the PGH member presenting themselves to the client for duty, the fee applicable will be 4 hours for the PGH member.
b) If cancellation occurs upon the PGH member presenting themselves to the client or at any later time during the first shift, the fee applicable is the total number of hours in the shift.
c) If PGH member prove unsatisfactory to the client, the client may terminate the assignment and require the PGH member to leave at any time. This should be recorded on the timesheet prepared in accordance with clause 'D' together with reasons for termination.
d) PGH shall supply the client with a timesheet upon the PGH member shall record the number of hours worked. The timesheet shall be passed by the PGH member to the client. By signing the timesheet, the client acknowledges satisfaction with the PGH member and certifies that the number of hours shown on the timesheet has been worked, and that it will pay monies due to PGH.

6. **Responsibilities:** PGH responsibilities to the client are to verify the qualifications and references of the PGH member and to select people suitable for introduction to clients. Any skills or experience required of PGH member must be clearly identified to PGH at the time of booking. While on duty PGH members are self-employed and are responsible for their own professional conduct. PGH excludes any liability (whether direct or contingent or consequential) for any costs, claims, damages, demands or expenses in connection with the services provided whether arising from the introduction of any PGH member; any failure to provide a person or the non-attendance of a PGH member or from the negligence, dishonesty, misconduct or lack of skill of the PGH member or from any other cause whatsoever, except where any such costs, claims, damage demands or expenses are directly caused by the negligence of P & G Healthcare.