



84 Penns Lane, Sutton Coldfield, B72 1BL

## TERMS AND CONDITIONS FOR HIRE OF TEMPORARY WORKERS

These terms set out the entire agreement between the Employment Business Penns Dental Recruitment and the Client for the supply of Temporary Workers by Penns Dental to the Client and are deemed accepted by the Client when the Client is notified of the details of the Temporary Worker to be placed in the Assignment.

For the purposes of the Conduct of Employment Agencies and Employment Business Regulations 2003 (the Conduct Regulations), Penns Dental acts as an employment business in relation to the Introduction and supply of Temporary Workers pursuant to this agreement.

### 1. Definitions

The definitions and rules of interpretation in this clause apply to this agreement.

Abbreviation	Definition
Assignment:	The period during which a Temporary Worker performs services or carries out work for or on behalf of the Client, beginning when the Temporary Worker first takes up duties for the Client and ending on the cessation by the Temporary Worker of all such duties.
AWR:	Agency Workers Regulations 2010
Client:	Any person, firm or company who approaches Penns Dental with a view to placing an order with Penns Dental for the introduction or supply of a Temporary Worker.
Engage[d] / Engagement:	the employment of a Temporary Worker or engagement through any other employment business (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Client).
Fees:	The fees payable by the Client to Penns Dental Recruitment resulting from the Engagement of one or more Temporary Workers.
Introduce[d] / Introduction:	The provision to the Client of information by Penns Dental Recruitment which identifies the Temporary Worker.
Other Qualifying Payments:	Remuneration payable to the Temporary Worker (other than their basic hourly rate) directly attributable to the amount or quality of work done by a Temporary Worker.

<b>Abbreviation</b>	<b>Definition</b>
Qualifying Temporary Worker:	Any Temporary Worker who at the relevant time is entitled to the rights conferred by the AWR 2010 and has been provided to the Client (whether by Penns Dental Recruitment or any third party) for the Qualifying Period.
Qualifying Period:	The 12-week qualifying period as defined in the AWR 2010.
Relevant Terms and Conditions:	The relevant terms and conditions for any Qualifying Temporary Worker as defined the AWR 2010.
Relevant Period:	The longer period of either 14 weeks from the first day on which the Temporary Worker began the Assignment, or 8 weeks from the day after the Temporary Worker was last supplied to the Client.
Temporary Worker:	A Worker Introduced and supplied by Penns Dental Recruitment to the Client to provide services to the Client, who is deemed to be an agency worker for the purposes of the AWR 2010.

## **2. Recruitment Services**

- 2.1 Penns Dental Recruitment will use reasonable endeavors to supply to the Client Temporary Workers suitable to carry out the work notified to the Agency by the Client. Penns Dental does not warrant, represent, or undertake to find a suitable candidate for each vacancy notified to it by the Client and will, as far as it has been supplied with this information, confirm to the client:
- 2.1.1 The Temporary Worker's identity.
  - 2.1.2 Whether the Temporary Workers is employed by Penns Dental Recruitment under a contract of service or a contract for service.
  - 2.1.3 That the Temporary Worker has the necessary qualifications, training and experience as required by law or professional body to undertake the work and is willing to undertake that work.

## **3. Client's Obligations**

- 3.1. When requesting the provision of a Temporary Worker to perform services (Assignment), the Client will give Penns Dental details of information reasonably required by Penns Dental Recruitment in order for Penns Dental to fulfil its obligations under the AWR 2010, including that information specifically set out at Schedule 1.
- 3.2 The Client will not require the Temporary Worker to work such hours that may cause Penns Dental Recruitment to be in breach of its obligations under the Working Time Regulations 1998.
- 3.3 The Client acknowledges that:
  - 3.3.1 Temporary Workers supplied by Penns Dental Recruitment are deemed to be under the control and supervision of the Client whilst undertaking the Assignment.

- 3.3.2 The Client is responsible for all acts, errors, and omissions, whether willful, negligent or otherwise, as if the Temporary Worker was the Client's employee.
- 3.3.3 The Client will comply with all legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the Working Time Regulations 1998 and the Health and Safety at Work Act 1974.
- 3.3.4 We are required under the Agency Workers Regulations 2010 to request and pass on to the temporary worker certain information concerning the role and practice. This includes any potential health and safety risks and steps taken to prevent or control this risk. We should therefore be grateful if you could email us a copy of your risk assessment for nurses/practitioners. Alternatively, we may accept a link to your latest CQC Report.

#### **4. Temporary Workers**

- 4.1 The Client will pay Penns Dental Recruitment Temporary Worker Fees in respect of Temporary Workers as set out in Schedule 2. The following conditions apply to the Temporary Worker Fees:
  - a) They are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour)
  - b) The minimum period of any Assignment shall be Four hours including where the client cancels an Assignment after requesting Penns Dental Recruitment to supply a Temporary Worker but before the Temporary Worker has started work.
  - c) The Client shall sign a time sheet verifying the number of hours worked by the Temporary Worker during a particular day. If the Client disputes the hours claimed, the Client shall inform Penns Dental Recruitment as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Penns Dental Recruitment to enable Penns Dental Recruitment to establish the hours worked by the Temporary Worker.
- 4.2 Prior to the commencement of any work by a Qualifying Temporary Worker in relation to an Assignment, or by a Temporary Worker who during the course of work on that Assignment will become a Qualifying Temporary Worker, Penns Dental Recruitment shall notify the Client of this fact and agree with the Client the applicable Temporary Worker Fees and any Other Qualifying Payments which may be payable.
- 4.3 The Client shall be invoiced daily, and invoices are payable within 14 days of receipt.
- 4.4 Penns Dental Recruitment or the Client may terminate an Assignment at any time on reasonable notice (24 hours). The Client may change its requirements before the commencement of the Assignment without any liability to Penns Dental Recruitment, save for the payment of Temporary Worker Fees due and payable for services already performed. Cancellation within 12 hours of the assignment may result in a cancellation fee being charged.
- 4.5 If the Client reasonably considers the Temporary Worker to be unsatisfactory, it will notify Penns Dental Recruitment by telephone and confirm in writing within one day of the finding, but it will not have the right to withhold from Penns Dental the Fee due.

## **5. Temporary to Permanent**

- 5.1 If, following the supply of a Temporary Worker by Penns Dental Recruitment to the Client within the Relevant Period, the Client Engages the Temporary Worker, the Client will pay Penns Dental the Introduction Fee at the rate of 20% of the annual gross taxable salary paid to the Temporary Worker by the Client.
- 5.2 The Introduction Fee will not be payable if the Client gives written notice to Penns Dental Recruitment that it intends to continue the hire of the Temporary Worker through Penns Dental Recruitment for a further period of Six months (Extended Assignment) before it Engages the Temporary Worker other than through Penns Dental.
- 5.3 Where the Client decides (in accordance with clause 5.2) to have the Temporary Worker supplied by Penns Dental for the Extended Assignment:
- a) The Temporary Worker Fees payable by the Client during the Extended Assignment shall be those applicable immediately before Penns Dental Recruitment received the Client's notice of election.
  - b) At the end of the Extended Assignment, the Client May Engage the Temporary Worker without paying the Introduction Fee; and
  - c) If the Client chooses an Extended Assignment but engages the Temporary Worker before the end of the Extended Assignment, the Introduction Fee may be charged by Penns Dental, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.
- 5.4 If the Engagement of the Temporary Worker is for any reason terminated, no refund is due by Penns Dental in respect of the Introduction Fee.

## **6. Fees and VAT**

- 6.1 Where applicable, Penns Dental Recruitment shall charge VAT to the Client, at the prevailing rate, after Penns Dental Recruitment has provided the Client with a VAT invoice.
- 6.2 If the Client fails to make any payment due under this agreement by the due date then, Interest shall be payable on all sums outstanding on the invoice due date at 8% above the base rate of Metro Bank or if no such base rate is published at a reasonable rate determined by us at our sole discretion until payment is received as well as before any judgment for it.
- 6.3 If statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 would be higher than the interest payable under clause 6.2, Penns Dental Recruitment shall be entitled to claim statutory interest in lieu of interest under clause 6.2, and whether claiming statutory interest or interest under clause 6.2 Penns Dental Recruitment shall also be entitled to claim, once interest begins to run, any fixed sums due (or which would be due if statutory interest were claimed) under the Late Payment of Commercial Debts Regulations 2002 or any regulation amending or replacing the same

## **7. Indemnities and Insurance**

- 7.1 Penns Dental Recruitment shall be responsible for deduction and payment of all tax, National Insurance contributions and other taxes and levies in respect of Temporary Workers and shall keep the Client Indemnified against all liability to make such statutory payments that may be suffered or incurred by the Client.
- 7.2 Should either party receive an allegation by a Temporary Worker that there has been a breach of the AWR 2010 in relation to the supply of that person to the Client by Penns Dental Recruitment, it shall provide a copy of the allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party and complying with any reasonable requests in relation to the contents of any response.
- 7.3 Whilst every effort is made by Penns Dental Recruitment to give satisfaction to the client by ensuring reasonable standards of skill, integrity, and reliability from temporary workers and further to provide them in accordance with the clients booking details, Penns Dental Recruitment not liable for any loss, expense, damage, or delay arising from any negligence, dishonesty, misconduct, or lack of skill of the temporary worker. For the avoidance of doubt, Penns Dental Recruitment does not exclude liability for death or personal injury arising from its own negligence.

## **8. Confidentiality**

- 8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by clause 7.2.
- 8.2 Each party may disclose the other party's confidential information:
- a) To its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement; and
  - b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

## **9. Entire Agreement**

- 9.1 This agreement constitutes the entire agreement between the parties extinguishes all previous agreements and understandings between them, whether written or oral. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty that is not set out in this agreement.

## **10. Third Party Rights**

- 10.1 No one other than a party to this agreement, their successors and permitted assignees shall have any right to enforce its terms.

## **11. Governing Law and Jurisdiction**

- 11.1 This agreement and any dispute or claiming arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.

## **12. Severance**

- 12.1 If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

## SCHEDULE 1 - PARTIES' OBLIGATIONS UNDER AWR 2010

- 1) Penns Dental Recruitment Obligations:
  - a) To search for Temporary Workers who meet the Client's minimum qualifications and other criteria.
  - b) To introduce to the Client only those Temporary Workers who meet the minimum criteria for the position and who have the right to work in the UK.
  - c) Take all reasonably practicable steps to confirm that the Worker is suitable for the Assignment.
- 2) Client's Obligations under the Agency Workers Regulations 2010:
  - a) To pass on to the temporary worker, certain information concerning the role and practice. This includes any potential health and safety risks and steps taken to prevent or control this risk. Penns Dental should therefore be grateful if you could email us a copy of your risk assessment for nurses/practitioners. Alternatively, we may accept a link to your latest CQC Report.
  - b) To provide the Required Information to Penns Dental, specifically:
    - Name of client: (if applicable, the nature of the client's business).
    - Start date and duration (or likely duration).  
Please ensure all dates are confirmed with the bookings team [info@pennsdental.co.uk](mailto:info@pennsdental.co.uk)
    - Position and type of work
    - Location / Hours
    - Copy of Practice risk assessment (to be emailed if possible)
    - Provide latest CQC inspection date & link to the CQC report
    - Required experience, training, qualifications, or authorisation
    - Any other information required to assist Penns Dental Recruitment in fulfilling its obligations.