



# Client agreement



# Specialists in long-term contracts and interim management

## About us

*Kangacrew* is a recruitment consultancy that deals solely with the childcare sector, particularly childrens day nurseries. We aim to recruit the very best staff and provide them with the highest level of support so that they can deliver, to our clients, a first class service.

## Quality assurance

All our staff are interviewed by us and will have supplied three references either from previous employers, a college or from a personnel referee. All will have CRB (Criminal Record Bureau) clearance and many will have the OFSTED Advanced Disclosure Certificate.

Before any of our staff commences work, they will complete an induction course which includes the basics of Health and Safety in a childcare setting. We ask some of our candidates to spend an hour in a nursery, under supervision, to enable us to assess their abilities and aptitude.

## Quality guarantee

If within four hours of commencing work, you consider the temporary staff we have supplied is unsuitable, we will endeavour to find you a replacement, or there will be a full refund.

## Our terms and conditions

We would ask you to read our terms and conditions which are based on industry standards. However, our overriding ambition is to provide you with a friendly, courteous and professional service, based on mutual respect.



## The contract

### 1. Client terms of business

- 1.1. These terms constitute the contract between *Kangacrew* and the client for the supply of the temporary worker's services by *Kangacrew* 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.
- 1.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by [a director of] *Kangacrew*, these terms prevail over any terms of business or purchase conditions put forward by the client.
- 1.3. No variation or alteration to these terms shall be valid unless the details of such variation are agreed between *Kangacrew* 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.

### 2. Charges

- 2.1 The client agrees to pay hourly charges and shall be notified to and agreed with the client. The hourly charges are calculated according to the number of hours worked by the temporary worker (to the nearest quarter hour) and comprise mainly the temporary worker's pay but also include *Kangacrew's* commission calculated as a percentage of the temporary worker's pay, 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.
- 2.2 The charges are invoiced to the client on a weekly basis and are payable within 14 days. *Kangacrew* reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of HSBC from the due date until the date of payment.
- 2.3 There are no rebates payable in respect of the charges of *Kangacrew*.
- 2.4 Please make cheques payable to H.S.B.C Limited, alternatively if you would like to pay us by BACS, details are as follows: -

Account Name: HSBC Limited

Sort Code: 40-47-25

Account Number: 41015346

HSBC: 19 Midsummer Place, Milton Keynes, PO BOX 1888, Coventry, CV3 2WN

### 3. Information to be provided

- 3.1. When making an Introduction of a temporary worker to the client we 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 *Kangacrew*, under a contract of service or apprenticeship or a contract for services; and that the temporary worker is willing to work in the assignment.

- 3.2. *Kangacrew* ensures that all temporary workers receive a full *Kangacrew* induction before they attend any assignment. However, it is the client's responsibility to perform all on-site and internal training on the first day of their assignment.
- 3.3. 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, unless the client requests that the information be resubmitted.

#### **4. Time sheets**

- 4.1 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 *Kangacrew's* time sheet verifying the number of hours worked by the temporary worker during that week.
- 4.2 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 *Kangacrew* as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with *Kangacrew* to enable us 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.
- 4.3 The client shall not be entitled to decline to sign 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 7.1 below.

#### **5. Payment of the temporary worker**

- 5.1 *Kangacrew* 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.

#### **6. Transfer and introduction fees**

- 6.1 As per the conduct of Employment Agencies & Employment Business Regulations 2004, an introduction fee of 16% will be charged less £5 per day or per part day will be charged to the company (with a minimum of £1000) if the client engages a temporary worker introduced by the company either directly or indirectly for a definite or indefinite period. Fees are calculated as a percentage of the annual gross taxable remuneration and any taxable emoluments received by the worker concerned. The same fee is also due upon the introduction of such a temporary worker to other employers that result in an engagement. Fees are also liable were the client engages one of the company's temporary workers via another Recruitment Organisation (or where applicable, if the temporary worker has become incorporated under a limited the engagement use or introduction of that limited company). Fees are due should the temporary worker be offered employment within 14 full weeks of the temporary worker commencing with the client or if they are offered employment within 8 weeks of the temporary worker finishing their last assignment with the client.



Alternatively the company is prepared to offer the client with the opportunity to continue hiring the temporary for a period of 50 weeks on the same rate as previously charged. During this extended period should the client wish to offer the temporary worker employment before the 50 week period, an introductory fee of 16% less £5 per day or part day will be charged with a minimum of £1000. Should the amount of the annual remuneration not be readily ascertainable the introduction fee will be calculated by multiplying the company's normal hourly charge for the services of the temporary worker by 300, with a minimum of £2,000. Should the candidate subsequently leave the client's employment, the company will make no rebate or refund of any fees. Payment terms in such incidences are 14 days after the invoice date. Introductions are confidential. The passing on of an introduction to another employer, which results in an engagement, renders the client liable to payment of the company's fee. An introduction fee will be charged in relation to any candidate engaged as a consequence of or resulting from an introduction by or through the company, even though the introduction may be made indirectly.

- 6.2 The client must give *Kangacrew* 3 days written notice in advance of the engagement of whether it has elected to take the period of extended hire or to pay the transfer fee.
- 6.3 If the client does not give such notice before the temporary worker is engaged the parties agree that the transfer fee shall be due.
- 6.4 If the client does not give such notice before the temporary worker is engaged the parties agree that the introduction fee shall be due.
- 6.5 No refund of the transfer fee will be paid in the event that the engagement subsequently terminates.

## **7. Liability**

- 7.1 Whilst every effort is made by *Kangacrew* 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, *Kangacrew* 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, *Kangacrew* does not exclude liability for death or personal injury arising from its own negligence.
- 7.2 Temporary workers supplied by *Kangacrew* are engaged under contracts for services. They are not the employees of *Kangacrew* 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. The client agrees to be responsible for all acts, errors or omissions of the temporary worker, 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, by-laws, codes of practice and legal requirements to which the client is ordinarily subject in respect of the client's own staff (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the temporary worker during all assignments.

- 7.3 The client shall advise *Kangacrew* of any special health and safety matters about which *Kangacrew* 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 *Kangacrew* in complying with *Kangacrew's* duties under the Working Time Regulations by supplying any relevant information about the assignment requested by *Kangacrew* and the client will not do anything to cause *Kangacrew* 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 *Kangacrew* of this requirement before the commencement of that week.
- 7.4 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.
- 7.5 The client shall indemnify and keep indemnified *Kangacrew* against any costs, claims or liabilities incurred by *Kangacrew* arising out of any assignment or arising out of any non-compliance with clauses 7.2 and 7.3 and/or as a result of any breach of these terms by the client.

## **8. Special situations**

- 8.1 Where the temporary worker is required by law, or 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, *Kangacrew* will take all reasonably practicable steps to obtain and offer to provide to the client:
- Copies of any relevant qualifications or authorisations of the temporary worker, and
  - Three 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 *Kangacrew* 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.

## **9. Termination**

- 9.1 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 *Kangacrew* to remove the temporary worker. *Kangacrew* 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; or
  - c) Provided that notification of the unsuitability of the temporary worker is confirmed in writing to *Kangacrew* within 48 hours of the termination of the assignment.



- 9.2 Either the client, *Kangacrew* or the temporary worker may terminate an assignment at any time without prior notice and without liability.
- 9.3 The client shall notify *Kangacrew* 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.
- 9.4 *Kangacrew* 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 9.2.

## 10. Law

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

## Client Approval of Terms & Conditions of Business

We have read and approved the Terms and Conditions of Business of Kangacrew Limited, especially the payment terms, **14 days for temporary staff**.

All signatories are deemed as approved signatories of the client company.

Company Name: .....

Trading Style: .....

Company Address: .....

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Company Invoice Address: (if different from above) .....

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Company Registration No: ..... VAT No: .....

Signature: ..... Date: .....

Name: .....

Position: .....

For and on behalf of Kangacrew

Signature: ..... Date: .....

Name: .....





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