

## Terms and Conditions

### 1 Acceptance of Terms and Conditions

The Client shall be deemed to have accepted and agreed to these Terms and Conditions, which shall prevail over any other terms put forward by the Client, when any of the following events occurs:

- 1.1 the Client requests the Agency to supply a Temporary Worker for any Assignment; or
- 1.2 the Agency supplies a Temporary Worker to the Client; or
- 1.3 a Temporary Worker begins an Assignment for the Client.

### 2 Definitions

In these Terms and Conditions, the following words shall have the following meanings:

'Agency'	<b>Stretch Activities - a trading name of Stretch Yoga Limited of 30 Crofton Park Road, London SE4 1AE</b>
'Agreement'	the agreement containing these Terms and Conditions;
'Assignment'	the initial series of classes (and any subsequent similar series of classes) during which a Temporary Worker performs services as a teacher, demonstrator or coordinator of children's classes or activities on behalf of the Client, as specified in any attached Schedule/s and/or any Booking Confirmation Forms sent to the Client;
'Client'	The Client name as stated in any attached Schedule or in any Booking Confirmation Form/s sent to the Client;
'Fee(s)'	the fees payable by the Client to the Agency in respect of the Assignment/s as set out in any attached Schedule/s or in any Booking Confirmation Form/s sent to the Client;
'Parties'	the Agency and the Client, and 'Party' shall mean either one of them;
'Recruitment Services'	the supply to the Client by the Agency of Temporary Workers for vacancies of which the Client has notified the Agency;
'Regulations'	the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and subsequent Conduct Regulations (Amendment) 2010.

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### 3 Recruitment Services

- 3.1 The Agency shall provide the Recruitment Services to the Client in consideration for the Client paying the Fees to the Agency, subject to these Terms and Conditions.
- 3.2 The Agency shall endeavour to supply to the Client a Temporary Worker suitable to carry out the Assignment.
- 3.3 When supplying a Temporary Worker to the Client for employment, the Agency is acting as an employment business as defined in the Regulations.
- 3.4 When supplying a Temporary Worker to the Client, the Agency shall inform the Client:
- 3.4.1 of the Temporary Worker's identity and their eligibility to work in the UK;
  - 3.4.2 that the Temporary Worker has the necessary or required experience and training to work on the Assignment (including, where relevant, a Criminal Records Bureau Disclosure or a Disclosure and Barring Service Check);
  - 3.4.3 that the Temporary Worker is willing to work on the Assignment.
- 3.5 The Agency shall:
- 3.5.1 pay each Temporary Worker the wages to which the Temporary Worker is entitled by reason of carrying out any work for the Client;
  - 3.5.2 where appropriate, make deductions and account to Her Majesty's Revenue and Customs for income tax in respect of the remuneration of each Temporary Worker; and
  - 3.5.3 where appropriate, make deductions and account for all necessary National Insurance contributions relevant to the remuneration of each Temporary Worker.
- 3.6 If the Temporary Worker is unable at short notice to take a class due to illness or emergency or any other cause outside his or her control, the Agency will either arrange for an alternative teacher to take the class or arrange an alternative class at a time and date to be agreed with the Client.
- 3.7 The Agency actively promotes equality of opportunity for all and seeks to prevent discrimination on the basis of race, cultural identity, disability, sex, marital status or religion.
- 3.8 If the Client breaches any of these Terms and Conditions, the Agency reserves the right to withdraw without notice any Temporary Workers supplied without incurring any liability to the Client.

### 4 Payment of Fees, Amendments to Class dates/ times, & Notice of Cancellation

- 4.1 The Client shall pay to the Agency for the supply of the Temporary Worker the Fees as agreed between the Parties and either as set out in any attached Schedule or specified in the Booking Confirmation Form sent to the Client.

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- 4.2 The payment of the Fees shall be made by the Client to the Agency within fourteen days of the date of the Agency's invoice in respect of amounts specified in the invoice and normally an invoice will be submitted at the end of each calendar month during which Recruitment Services are provided, unless other arrangements are agreed in writing between the Parties.
- 4.3 If the client wishes to make any changes to the dates or times of a current previously agreed assignment, the responsible Business Manager/Class Coordinator must contact the Agency directly (see Notice periods below 4.4/4.5/4.6). **IMPORTANT:** Please note that the Agency's Temporary Workers have no authority to discuss or agree any changes to Class Schedules on behalf of the Agency; any proposed changes must be communicated directly to the Agency Management by telephone or email.
- 4.4 If the Client cancels a class/classes, having requested the Agency to supply a Temporary Worker, **with less than 10 working days and more than one working days notice**, the Client shall be charged 50% of the agreed fee.
- 4.5 If the Client cancels a class/classes, having requested the Agency to supply a Temporary Worker, **with only one working days notice or less**, the Client shall be charged 100% of the agreed fee.
- 4.6 If the Client wishes to cancel a series of classes or to change the regular time or the day of the week of the class, or to terminate this agreement they must provide at least **six week's notice** in writing to the Agency.
- 4.7 If during the provision of Recruitment Services or within six months following the termination of the provision of Recruitment Services hereunder the Client either Engages a Temporary Worker of the Agency or effectively introduces any Temporary Worker of the Agency to any third party, whether directly or indirectly, and that introduction results in an engagement of the Temporary Worker by that third party, the Client shall:
- 4.7.1 immediately notify the engagement to the Agency; and
  - 4.7.2 pay to the Agency an introduction fee of £500 or a sum equivalent to the Fees paid by the Client to the Agency during the last two months in which Recruitment Services were supplied to the Client (whichever shall be greater).
- 4.8 All fees or amounts stated in any attached Schedule or in the Booking Confirmation Forms are exclusive of VAT which will, if applicable, be charged in addition at the rate in force at the time the Client invoice is raised.
- 4.9 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then the Agency shall be entitled:
- 4.9.1 To charge compound interest on the outstanding amount at the rate of 2.5% a month above the Bank of England base rate; and

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- 4.9.2 not to perform any further Recruitment Services, or any part of the Recruitment Services; and
- 4.9.3 to withdraw without notice any Temporary Workers currently engaged by the client.

### **5 Client's obligations and acknowledgments**

#### 5.1 The Client shall:

- 5.1.1 notify the Agency when placing the order of:
  - (a) any special health and safety matters about which the Agency is obliged to inform the Temporary Worker; and
  - (b) any requirements imposed by law or by any professional body which must be satisfied if the Temporary Worker is to fulfill the Assignment.
- 5.1.2 assist the Agency in complying with the Agency's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by the Agency; and
- 5.1.3 do nothing to cause the Agency to be in breach of its obligations under the Working Time Regulations 1998, and where the services of a Temporary Worker are required or may be required for more than 48 hours in any week, notify the Agency of this requirement before the commencement of that week.

#### 5.2 The Client acknowledges and agrees that:

- 5.2.1 Temporary Workers supplied by the Agency are engaged under contracts for services and are not the employees of the Agency;
- 5.2.2 Temporary Workers supplied by the Agency are deemed to be under the supervision, direction and control of the Client from the time when they report to the Client to take up their duties until their Assignment ends;
- 5.2.3 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;
- 5.2.4 the Client shall in all respects comply with all statutes, byelaws and other 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;
- 5.2.5 the Client shall provide adequate Employers' and Public Liability insurance cover for the Temporary Worker during all Assignments;
- 5.2.6 if the Client reasonably considers the Temporary Worker to be unsatisfactory, it shall make a complaint to the Agency by telephone and confirm

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it in writing within one day of the finding but shall not have the right to withhold from the Agency payment of any Fee due.

5.3 The Client shall at all times treat all Temporary Workers with due respect and dignity and in particular must take all steps within its control to avoid any illegal discriminatory conduct against them.

5.4 The Client:

5.4.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Temporary Worker or the Client in any Assignment; and

5.4.2 shall inform the Agency immediately if it becomes aware of any circumstances which would render any Assignment detrimental to the interests of the Temporary Worker or the Client.

### 6. Exclusion of Liability

6.1 Neither the Agency nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred (including consequential and economic loss) or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Temporary Worker to the Client or with any failure by the Agency to introduce or supply a Temporary Worker for all or part of any period booked by the Client (except that in the latter case the Client may be entitled to a reduction or cancellation of the Fee payable). In particular, but without limiting the generality of the foregoing, the Agency shall not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:

- (a) any act or omission of a Temporary Worker, whether willful, negligent, fraudulent, dishonest, reckless or otherwise;
- (b) any loss, injury, damage, expense or delay suffered by a Temporary worker.

### 7. General

7.1 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

7.2 Assignment

Neither Party may assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.

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### 7.3 Entire agreement

This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them.

### 7.4 Interpretation

In this Agreement unless the context otherwise requires:

7.4.1 words importing any gender include every gender;

7.4.2 words importing the singular number include the plural number and vice versa;

7.4.3 words importing persons include firms, companies and corporations and vice versa;

7.4.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

7.4.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

7.4.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

7.4.7 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;

7.4.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

7.4.9 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

### 7.5 Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail to the address of the relevant Party set out in clause 2 or to the Client address as specified in any attached Schedule or Booking Confirmation Form.

### 7.6 Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

### 7.7 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.