***Definitions***

**Agreement**: The agreement between Creek Recruit and the Client set out in the signed agreement, the Scale of Charges and these Terms and Conditions as varied from time to time in accordance with these Terms and Conditions

**Client**: The institution to whom the Services are being provided by Creek Recruit

**Fees**: The fee for the Services notified to the Client from time to time

**Scale of Charges**: The published scale of fees issued by Creek Recruit from time to time

**Services**: The placement of work to be provided by Creek Recruit to the Client in accordance with the Agreement

**Worker**: Any staff e.g. Carer, support worker, Nurses, senior worker or team leader, providing the service on behalf of Creek Recruit.

***Fees***

The Client agrees to pay Creek Recruit the Fees for the Service delivered by Creek Recruit.

Fees will be charged by reference to time spent and time is charged in 15 minute units rounded up to the nearest whole unit. The stated Fees will include all elements of the charge to be made including VAT (if applicable).

The Fees will be reviewed annually and where there is to be an increase or decrease in the Fees, there will be a notice period of four weeks before any change takes effect.

***Timesheets***

The Client or an authorised representative of the Client is responsible for verifying the hours worked by Creek Recruit staff member by signing a timesheet.

***Invoicing***

Creek Recruit will invoice the client weekly in arrears and any expenses incurred shall be itemised in the invoice in addition to these fees, which are in force at the time of each assignment.

Payments of invoices are due to be paid within 7 days of the date on each invoice. Payments can be made either by BACS or by cheque.

If invoices are not paid by the due date agreed for payment, Creek Recruit reserves the right to charge interest accruing on a daily basis at 5% per day. In addition penalties as set out in the late payment of commercial debts (interest) Act 1998 will also be charged.

***Staffing***

Creek recruit accepts responsibility for meeting the agreed needs of the Client and will provide suitably trained, sufficiently skilled, experienced and competent staff to provide the Services.

***Direct Engagement of Workers***

Creek Recruit invests heavily in the recruitment, investigation and approval, training and development of all members of its staff. As such it is necessary for Creek Recruit to protect its investment and in consequence Creek Recruit reserves the right to raise charges where the placement of any of its workers leads to an engagement of that employee in permanent, temporary, full time or part time employment or engagement.

Any direct engagement by the Client of a Worker introduced to the Client by Creek Recruit or the introduction by the Client of an Worker to another employer, agency or organisation similar to Creek Recruit any of which events result in the engagement of such Worker by the Client or the third party ("the Engagement") shall render the Client liable to pay a fee which will includes expenses incurred by investing in that employee.

***Standard of Care and Liability***

In the event that a Worker fails to attend the Client or if the Client is not satisfied with the standard of care provided the Client shall notify Creek Recruit immediately in accordance with Creek Recruit written Complaints Procedure, which shall be available upon request.

Due to the nature of the service offered by Creek Recruit to the Client, no liability by Creek Recruit will be accepted for any loss, expenses, damage or delay arising from any failure to provide any type of worker for all or part of the period of the booking. Creek Recruit will request and maintain the confidentiality of matters disclosed to Creek recruit by the client.

***Cancellations***

Creek Recruit reserves the right to charge in full for any agreed assignment in accordance with the Fees agreed if the Client gives less than 24 (twenty four) hours notice of its cancellation of that assignment.

***Supervision***

The Client undertakes to provide a safe environment and safe and appropriate equipment for the task and to give appropriate guidance to the Worker during the period of the assignment with the Client so as to ensure the Client's own satisfaction with the standard of work and compliance with health and safety issues by the Worker including (but without limitation) the provisions of The Working Time Regulations 1998.

If the Client is not satisfied with the standard of work performed by the Worker then upon such notification (which must be confirmed in writing), Creek Recruit will endeavour to replace the Worker for the Client. The Client will, however, be responsible for paying Creek Recruit charges in respect of the hours worked by the Worker concerned

The Client warrants that the Worker will have the benefit of its employers liability insurance and public liability insurance through the period of any engagement with the Client.

***Liability***

Creek Recruit accepts no liability, howsoever caused, on behalf of itself, or servants, agents or contractors for any losses, costs, damages, claims or expenses in connection with the dishonesty of any Worker.

***Meals, Refreshments and On-Call Duties***

Where the Services involve residence at the Client's premises the Client is required to provide adequate accommodation for rest or sleep and meals for the Worker. Adequate facilities for sleeping must be provided for workers on sleep-in duties. Refreshment breaks are not deductible from the charges nor is the cost of any meals or benefits in kind. Unless otherwise agreed, the Worker will be entitled to the same refreshment breaks, meals and facilities as the Client's own staff.

***Withdrawal***

Creek Recruit reserves the right to withdraw Workers in circumstances, which, in Creek Recruit’s reasonable opinion, make the provision of its services untenable. Such circumstances would include (but would not be limited to) failure by the Client to provide safe and appropriate equipment for the task to be undertaken or failure to pay or persistent late payment of Creek Recruit’s invoices.

***Sickness***

In the event of sickness, staff will call Creek recruit in the first instance and we will then endeavour to cover them with another staff member of equal grade from our bank of employees. Throughout this process, Creek Recruit will communicate with the client updating them on the progress. In the event that no replacement can be found, the responsibility to cover the workplace will revert back to the client, with no liability attributed to Creek Recruit.

***General***

The Agreement and these Terms and Conditions constitute all the terms and conditions between Creek Recruit and the Client subject to the variations allowed for by those Terms and Conditions.

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

Creek Recruit shall be entitled but not obliged at any time or times without notice to the Client to set off any liability of the Client to Creek Recruit against any liability of Creek Recruit to the Client (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated). Any exercise by Creek Recruit of its rights under this clause shall be without prejudice to any other rights to remedies available to Creek Recruit under this Agreement or otherwise.

All sums due under this Agreement shall be paid in full without any deduction or withholding (unless required by law) and the Client shall not be entitled to assert any credit set off or counterclaim against Creek Recruit in order to justify any withholding of payment in whole or in part.

***Disputes***

Any concerns arising from Creek Recruit’s performance under this agreement shall be raised in writing to Creek Recruit and Creek Recruit shall endeavour to answer such concern to the satisfaction of the Client within 28 days of receipt.

The parties agree in good faith to seek to resolve the issues through the mediation process. If the dispute is not resolved within 60 days of the notice the dispute may be referred to the English Courts for determination.

NB Nothing in this clause shall restrict Creek Recruit from pursuing its outstanding invoices through the English Courts nor restrict either party from seeking injunctory relief.

**IN WITNESS WHEREOF** the parties have duly executed this agreement on the …………….of…………….2017.

**SIGNED by**……………………………………… )

For and on behalf of )

**Client** ) ……………………………………………………………

Authorised Signatory/Director.

**SIGNED by**………………………………………)

For and on behalf of )

**Creek Recruit** ) ……………………………………………………………

Authorised Signatory/Director.