
Reddo Cares CIC – Terms of Business for the Supply of Agency Workers

These Temporary Terms of Business are hereby made by and between:

(1) Reddo Cares CIC. 07239001 Reddo Cares and Support CIC Grangewood House 43 Oakwood Hill Industrial Estate Loughton IG10 3TZ

(“the Employment Business”); and

(2) (“the Hirer”).

(Each a “Party” and collectively referred to as the “Parties”).

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following words have the meanings set out below:

Term	Definition
Agency Worker	An individual supplied by the Employment Business to the Hirer for the purpose of performing an Assignment.
Engagement	The engagement (including acceptance of the Hirer’s offer), employment, or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been Introduced by the Hirer on a permanent or temporary basis, whether under a contract of service, for services, through an agency, licence, franchise, partnership, or a limited company of which the Agency Worker is an officer, employee, or representative.
First Assignment	(a) The relevant Assignment; or (b) if the Agency Worker has previously worked in any assignment in the same role with the Hirer and the relevant Qualifying Period commenced in any such assignment, that previous assignment.
Hirer	The person, firm, or corporate body (including subsidiaries or associated bodies) to whom the Agency Worker is Introduced.
Hirer's Group	(a) Any entity controlling the Hirer; (b) any entity controlled by or under common control with the Hirer.

Term	Definition
Introduction	(i) Passing a CV or identifying information to the Hirer; (ii) interview of the Agency Worker following Hirer’s request; or (iii) supply of the Agency Worker. Each Introduction remains valid for six (6) months.
Losses	All losses, liabilities, damages, costs, expenses, fines, penalties, interest, whether direct, indirect, or consequential, including economic loss or loss of profits, business, or goodwill.
Period of Extended Hire	Any additional period the Hirer requests the Agency Worker to be supplied beyond the original Assignment as an alternative to paying a Transfer Fee.
Qualifying Period	Twelve (12) continuous Calendar Weeks during which the Agency Worker works temporarily for the Hirer under supervision in the same role (see Schedule 1).
Relevant Period	Later of: (a) eight (8) weeks from the last day the Agency Worker worked via the Employment Business; or (b) fourteen (14) weeks from the first day worked or first day of the most recent Assignment if there has been a break of more than six (6) weeks.
Relevant Terms and Conditions	Terms relating to pay, working time, night work, rest periods, rest breaks, and annual leave, whether contractual or by custom and practice.
Remuneration	Includes gross salary/fees, bonuses, commissions, allowances, benefits, company car, and other payments taxable or non-taxable payable for services.
Safeguarding Legislation	Safeguarding Vulnerable Persons Act 2006.
Temporary Work Agency	Defined in Schedule 1.
Terms	These Terms of Business, including Schedules and Assignment Details Form.
Transfer Fee	Fee payable under clause 8 and Schedule 2.
Vulnerable Person	Any person under 18, or needing care due to age, infirmity, illness, or disability.
WTR	Working Time Regulations 1998.

1.2 Singular includes plural; masculine includes feminine and vice versa.

1.3 Headings are for convenience only.

1.4 References to enactments include amendments, re-enactments, and subordinate legislation.

2. THE CONTRACT



2.1 These Terms form the entire agreement between the Employment Business and the Hirer and supersede prior agreements. Acceptance occurs on request, interview, Engagement, or passing information following an Introduction.

2.2 These Terms override any Hirer terms unless agreed in writing by a director of the Employment Business.

2.3 No variation is valid unless agreed in writing by a director of the Employment Business.

2.4 The Employment Business acts as an employment business under Section 13(3) of the Employment Agencies Act 1973 when Introducing Agency Workers.

3. HIRER OBLIGATIONS

3.1 The Hirer shall provide: role details, location, hours, working conditions, required qualifications, health and safety risks, start date, and duration. Failure may result in suspension, administrative fees, or indemnity obligations.

3.2 Assist in compliance with WTR (e.g., notify if hours exceed 48 per week).

3.3 Comply with AWR Regulations 12 & 13 and notify of any changes affecting Agency Worker rights.

3.4 Provide details for **Qualifying Period calculations**, Relevant Terms and Conditions, pay structures, and appraisal systems (see clauses 3.4.1–3.4.5).

3.5 Support bonus assessment under the AWR by integrating Agency Worker into appraisal processes.

3.6 Respond to requests for information within five (5) Business Days.

3.7 Ensure all supplied information is accurate, complete, and updated within three (3) Business Days of any change.

3.8 Notify Employment Business of complaints or requests from Agency Workers regarding AWR rights within seven (7) days and assist in producing a written statement within 28 days.

3.9 Confirm no reason exists preventing the Agency Worker from filling the Assignment.

4. INFORMATION PROVIDED BY THE EMPLOYMENT BUSINESS

4.1 The Employment Business shall inform the Hirer of: identity, qualifications, willingness to work, and Charges.

4.2 If not provided in writing/electronically, confirmation must be sent within three (3) Business Days.

5. TIMESHEETS

5.1 Hirer signs weekly timesheets verifying hours.

5.2 Disputes must be raised promptly, but payment obligations remain.

5.3 Dissatisfaction with work does not permit refusal to pay; see clause 10.

6. CHARGES

6.1 Charges include: pay, holiday pay, AWR entitlements, NIC, expenses, and Employment Business commission.

6.2 Charges may vary due to statutory requirements or changes in Relevant Terms and Conditions.

6.3 Weekly invoicing, payable in full within 14 calendar days.

6.4 Bonuses paid to Agency Worker plus NIC and commission are payable by Hirer.

6.5 VAT applies. Late payments incur interest under Late Payment of Commercial Debts Act.

6.6 Charges are non-refundable.

6.7 No right to set-off, deduction, or withholding.

6.8 Late payment may result in suspension of services.

7. PAYMENT OF THE AGENCY WORKER

Employment Business pays Agency Worker, deducting PAYE/NIC. Hirer must provide accurate hours.

8. TRANSFER FEES

8.1 Hirer liable if engaging Agency Worker outside Employment Business within Relevant Period (or 6 months if not supplied).

8.2 Extended Hire period allows engagement without full Transfer Fee (see Schedule 2: 300 hours).

8.3 Charges continue during Extended Hire; Transfer Fee reduced pro-rata if partial supply.

8.4 Reduced Transfer Fee possible for fixed-term engagements under 12 months.

8.5 Transfer Fee non-refundable.

8.6 VAT applies.

8.7 Attempts to circumvent Transfer Fee result in full liability.

9. SUITABILITY CHECKS

9.1 Employment Business will take reasonable steps to provide qualifications, references, and suitability checks.

9.2 Hirer must disclose if working with Vulnerable Persons.

9.3 Hirer provides information for statutory compliance.

9.4 Hirer must inform Employment Business if removal triggers Disclosure & Barring obligations.

9.5 Hirer pays additional administrative costs incurred.



10. UNSUITABILITY OF AGENCY WORKER

10.1 Hirer may terminate Assignment if Agency Worker is unsatisfactory; notification required within hours, confirmation in writing within 48 hours.

10.2 Employment Business may terminate if it believes Worker is unsuitable.

10.3 Hirer must notify immediately if Worker fails to attend.

11. TERMINATION OF ASSIGNMENT

Any party may terminate without notice; Hirer remains liable for Charges.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1 All information is confidential under Data Protection Laws (DPA 2018 and UK GDPR).

12.2 Employment Business keeps Relevant Terms and Conditions confidential.

12.3 Business information confidential unless public.

13. INTELLECTUAL PROPERTY RIGHTS

All IP from Assignment belongs to Hirer; Employment Business ensures Agency Worker signs necessary documents.

14. LIABILITY

14.1 No liability for failure of Agency Worker or their conduct, except for death/personal injury due to Employment Business negligence.

14.2 Agency Workers under Hirer supervision; Hirer responsible for acts, errors, omissions.

14.3 Hirer advises on health/safety requirements.

14.4 Hirer complies with statutory provisions including WTR, Data Protection, H&S.

14.5 Hirer shall not request supply for industrial action duties.

14.6 Indemnity for Losses due to Hirer breach.

14.7 Hirer notifies AWR claims within seven (7) days.

14.8 Hirer assists Employment Business in disputes at own cost.

15–24. MISCELLANEOUS

- **15. Notices:** In writing, hand/post/email.
- **16. Severability:** Illegal clauses severed; remainder enforceable.
- **17. Third Parties:** No rights under Contracts (Rights of Third Parties) Act.
- **18. Survival:** Clauses 12, 14, 19, 21, 23 survive termination.
- **19. Non-solicitation:** Hirer shall not employ Agency Workers for 12 months post-termination.
- **20. No Partnership:** No agency, partnership, joint venture, or trust.
- **21. Failure to Exercise Rights:** Delay does not waive rights.
- **22. Assignment:** No assignment without written consent.
- **23. Governing Law:** England & Wales; London courts.
- **24. Counterparts:** Electronic or PDF signatures valid; agreement effective when Hirer signs.

SCHEDULE 1: Comparable Employee, Qualifying Period, Temporary Work Agency

Comparable Employee: See Regulation 5(4) of AWR – same/broadly similar role, supervision, skill, and establishment.

Qualifying Period: 12 continuous Calendar Weeks with permitted breaks (sickness, maternity, jury service, strike, statutory leave). Weeks before 1 Oct 2011 excluded.

Temporary Work Agency: See Regulation 4 of AWR – entity supplying individuals to work temporarily under Hirer supervision.



SCHEDULE 2: Transfer Fees

- **Transfer Fee:** 20% of Remuneration for first 12 months, or Charges \times 300 if unknown.
- **Period of Extended Hire:** 300 hours before full Transfer Fee applies.