

**ALLNEEDS RECRUITMENT COMPANY LTD**  
**TERMS OF BUSINESS FOR SUPPLY OF TEMPORARY STAFF**

In these terms the following expressions shall have the following meanings:-

- “AllNeeds” AllNeeds trading as AllNeeds Recruitment Company Ltd, who operate as an Employment Business for the supply of Temporary Workers.  
“Hirer” Person, firm or company to whom the Temporary Worker is introduced by AllNeeds.  
“Temp” Temporary Worker placed by AllNeeds with the Hirer.

Introductions

1. The Hirer undertakes to respect the confidentiality of all documents relating to the Temp provided by AllNeeds.
2. Information that AllNeeds has received in writing or verbally from a Temp is considered to be accurate and true and is accepted in good faith. AllNeeds will use all reasonable endeavours to ensure the accuracy of such information during the interview process. AllNeeds does not, however, accept liability for any loss or damage suffered or incurred by the Hirer arising as a result of the negligence, dishonesty or fraud of the Temp.
3. The Hirer shall conduct any medical, aptitude or other test as the Hirer considers necessary in respect of the Temp and obtain any permits, licence or other permission, which the Hirer may require before lawfully employing the Temp.

4. Temp Information

All curriculum vitae and other information concerning Temps supplied to the Hirer shall at all times remain the property of AllNeeds.

The Hirer shall be entitled to use such curriculum vitae and information solely for the purposes of interviewing and selecting Temps for interview but not further or otherwise.

5. Payment/Charges

The charges for the services of Temps provided by AllNeeds to the Hirer are calculated at an hourly rate which may vary according to the number of hours required by the Hirer in any one week.

The current scale of charges may be obtained by the Hirer from AllNeeds but AllNeeds reserves the right to vary the scales from time to time during the engagement.

The minimum charge for Temps shall be the equivalent of 4 hours.

The Hirer shall pay all invoices on or before the due date specified on said invoices, unless otherwise agreed in advance.

7. AllNeeds will issue invoices to Hirers for Temps on a weekly basis based on the Standard Terms Agreement contract Section 2 – PAYMENT section detailing the agreed hourly bill rate payable.

8. In the event a Temp proves unsuitable, the Hirer should inform AllNeeds as soon as possible and either AllNeeds or the Hirer will inform the Temp and explain the position.

9. No refunds will be payable.

10. Rights Reserved

11. Force Majeure

AllNeeds shall not be liable for any loss, injury or damage sustained by the Hirer or for any failure of AllNeeds to perform obligations thereunder as a result of circumstances beyond the control of AllNeeds including, but not limited to, the failure of any Temp Worker to attend an interview, injury, incapacity or death of a Temp Worker, any incorrect or inaccurate information furnished by the Temp Worker, failure of computer or other equipment, fire, theft or loss or destruction of records or any other circumstances beyond the control of AllNeeds.

12. Liability

Whilst every effort is made by AllNeeds to give satisfaction to the Hirer by ensuring reasonable standards of skills, integrity and reliability from Temps and further to provide them in accordance with the Hirer's booking details, AllNeeds are not liable for any error, act, omission, loss, expense, damage or delay arising from the failure to provide any Temp for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temp. The Hirer agrees to be responsible for all liabilities, acts, errors or omissions of the Temp, whether wilful, negligent or otherwise as though the Temp was on the payroll of the Hirer, including the provision of adequate Employers' and Public Liability insurance cover.

Insurance

13. AllNeeds can accept no liability whatsoever for any loss, costs, delay or damage, financial or otherwise, foreseeable or not, which the Hirer, its servants, agents, customers, or others may suffer or become liable for arising out of or in connection with the provision of Temps or the acts or omissions of any Temps or any failure to provide Temps for all or part of the period for which they are booked and the Hirer indemnify AllNeeds in full against any such liability and any costs or expenses incurred in connection with the same. The Hirer is recommended to carry its own appropriate public liability policy.

Obligations of AllNeeds

14. AllNeeds shall be responsible for the payment of all wages, Income Tax, National Insurance, Employers National Insurance, Holiday pay, Sick Pay, Pensions and other contributions required by law to be paid by an employer and shall make all appropriate deductions from such wages. For all other purposes the Temps supplied by AllNeeds shall be the employees of the Hirer who shall have complete control over their work and manner of work and shall fully observe and procure the observance of and compliance with all requirements statutory or otherwise which may from time to time exist in relation to the working conditions, hours of work and other such matters in control of the Hirer, and the Hirer will indemnify AllNeeds against any liability in respect of any breach of such requirements.

Obligations of the Hirer When Recruiting Temps

15. Should the Hirer engage Temps introduced by AllNeeds on a permanent, self-employed or free-lance basis:-
  - during the period of 26 weeks commencing on the day after the day on which the Work-seeker last worked for the Hirer pursuant to being supplied by the employment business then a pro-rata payment of the permanent fee would come into force, or an extended period of the temporary contract may be offered instead of the pro-rata payment,
  - during the period of 26 weeks commencing on the first day on which the Work-seeker worked for the Hirer pursuant to the supply of that Work-seeker to that Hirer by the employment business then a pro-rata payment of the permanent fee would come into force.
  - over 26 weeks from commencement of the first day on which the Work-seeker worked for the Hirer, then a negotiated admin fee would come into force.

Drivers

16. The provision of Temps who are at any time during their engagement required to operate motor vehicles, machinery, automotive or rolling stock equipment (“Vehicles and Equipment”) whether or not the property of the Hirer shall be subject to the following conditions:-
  - (a) The Hirer shall specify to AllNeeds the types of Vehicles and Equipment that it requires the Temp to operate, and will not require a Temp to operate any type of Vehicles and Equipment not so specified without the prior written consent of AllNeeds.
  - (b) The Hirer shall keep in force a fully comprehensive insurance policy sufficient to indemnify AllNeeds or any Temp supplied to the Hirer from liabilities to third parties including passengers and the Hirer and its employees and shall in any event keep AllNeeds indemnified against all costs, claims, damages and liabilities whatsoever arising from or in connection with the operation of Vehicles and Equipment.
  - (c) The Hirer shall ensure compliance with all statutory and other requirements in any way concerning Vehicles and Equipment and in particular as to their construction, safety, maintenance and operation and the holding and display of licences by the Hirer, its employees, the owner of any Vehicles and Equipment and shall keep AllNeeds indemnified against any liability or expense in respect of the same.

17. Data Protection – Allneeds will only use the personal data as set out in their Privacy Policy available from [AllNeeds Recruitment Glasgow and Ayrshire](#)

Law

18. These Terms of Business are governed by Scots Law and are subject to the jurisdiction of the Scottish courts.

**ALLNEEDS RECRUITMENT COMPANY LTD**  
**TERMS OF BUSINESS FOR SUPPLY OF PERMANENT STAFF**

In these terms the following expressions shall have the following meanings:-

- “AllNeeds” **AllNeeds trading as AllNeeds Recruitment Company Ltd, who operate as an Employment Agency for permanent workers in relation to the Hirer.**
- “Hirer” Person, firm or company to whom the Permanent Worker is introduced by AllNeeds
- “Permanent Worker” Any person introduced to the Hirer by AllNeeds for a permanent post

Introductions

1. The Hirer undertakes to respect the confidentiality of all documents relating to the Permanent Worker provided by AllNeeds.
2. Information that AllNeeds has received in writing or verbally from a Permanent Worker is considered to be accurate and true and is accepted in good faith. AllNeeds will use all reasonable endeavours to ensure the accuracy of such information during the interview process. AllNeeds does not, however, accept liability for any loss or damage suffered or incurred by the Hirer arising as a result of the negligence, dishonesty or fraud of the Permanent Worker.
3. AllNeeds will endeavour to take up references offered by the Permanent Worker which include work and personal. The Hirer undertakes not to approach the Permanent Worker’s present employer; the Hirer shall conduct any medical, aptitude or other test as the Hirer considers necessary in respect of the Permanent Worker and obtain any permits, licence or other permission, which the Hirer may require before lawfully employing the Permanent Worker.
4. AllNeeds makes no warranty as to the suitability, ability and competence of a Permanent Worker.

Permanent Worker Information

5. All curriculum vitae and other information concerning Permanent Workers supplied to the Hirer shall at all times remain the property of AllNeeds.
6. The Hirer shall be entitled to use such curriculum vitae and information solely for the purposes of interviewing and selecting Permanent Workers for interview but not further or otherwise.

Payment/Charges

7. AllNeeds will issue invoices to Hirers for Permanent Positions based on the Standard Terms Agreement Contract, section 2 – PAYMENT section detailing the timescale and percentages when invoices are generated.
8. The Hirer shall pay all invoices within 14 days from date of invoice, unless otherwise agreed in advance.  
No refunds will be payable.

9. Rights Reserved

10. Force Majeure

AllNeeds shall not be liable for any loss, injury or damage sustained by the Hirer or for any failure of AllNeeds to perform obligations thereunder as a result of circumstances beyond the control of AllNeeds including, but not limited to, the failure of any Permanent Worker to attend an interview, injury, incapacity or death of a Permanent Worker, any incorrect or inaccurate information furnished by the Permanent Worker, failure of computer or other equipment, fire, theft or loss or destruction of records or any other circumstances beyond the control of AllNeeds.

Permanent Staff Additional Terms

11. A Permanent Worker who has been introduced or presented to the Hirer, its associated firm or company by AllNeeds who was not appointed in the first instance, but who, within 26 weeks is recruited and accepts employment, in any capacity or whose services are used on a self-employed or free-lance basis by the Hirer, its associated firm or company, is deemed to have been introduced by AllNeeds and the Hirer shall be liable to pay a pro-rata payment of the full fee. The passing on of an introduction to another employer which in turn results in the Permanent Worker being appointed renders the Hirer liable to full payment of the fee.

Obligations of the Hirer When Recruiting Temps

12. Should the Hirer engage Temps introduced by AllNeeds on a permanent, self-employed or free-lance basis:-
  - during the period of 26 weeks commencing on the day after the day on which the Work-seeker last worked for the Hirer pursuant to being supplied by the employment business then a pro-rata payment of the permanent fee would come into force, or an extended period of the temporary contract may be offered instead of the pro-rata payment,
  - during the period of 26 weeks commencing on the first day on which the Work-seeker worked for the Hirer pursuant to the supply of that Work-seeker to that Hirer by the employment business then a pro-rata payment of the permanent fee would come into force.
  - over 26 weeks from commencement of the first day on which the Work-seeker worked for the Hirer, then a negotiated admin fee would come into force.

Law

13. These Terms of Business are governed by Scots Law and are subject to the jurisdiction of the Scottish courts