

WIGWAM

REDWIGWAM  
TERMS & CONDITIONS



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# REDWIGWAM TERMS & CONDITIONS

*Hirer Terms & Conditions of Business for the Supply of Temporary Staff Services.*

## **DEFINITIONS**

In these Terms of Business the following definitions apply:

**“Assignment”** means the period during which the Temporary Worker is supplied to render services to the Hirer:

**“Hirer”** means the person; firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied;

**“The Employment Business”** means Red WigWam, The Mothership Landing Pad, 49 Jamaica Street, Liverpool, L1 0AH

**“Engages/Engaged/Engagement”** means the engagement, employment or use of the Temporary Worker directly by the Hirer or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of services; an agency, license, franchise or partnership arrangement; directly or through a limited company of which the Temporary Worker is an officer or employee.

**“Transfer Fee”** means the fee payable in accordance with clause 6.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Business Regulations 2003.

**“Remuneration”** includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Hirer or any third party. Where a company car is provided an agreement will be reached on the amount to be added to the salary in order to calculate the Employment Business fee.

**“Temporary Worker”** means any individual, firm or company whose technical and professional services are provided by the Employment Business to the Hirer.

**“On-line Solution”** means the Red WigWam Website and App tools used to source and recruit temporary staff for employers.

**“Introduction”** means the Hirer's interview of a Temporary Worker in person or by telephone, following the Hirer's instruction to the Employment Business to search for a Temporary Worker; or the passing to the Hirer of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Hirer or the Hirer contacting a worker after being introduced via Red WigWam in any context.

**“Cancellation”** means the hirer has deleted, removed or cancelled a job either on the system or by writing in a letter or email or by telephone.

**“Relevant Period”** means the period of 52 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business.

## **GENERAL**

2.1. These Terms govern the supply of the Temporary Worker's services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the Temporary Worker.

2.2. No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing, and signed by a director.

2.3. Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business by the Hirer.

## **THE TEMPORARY WORKERS SERVICES**

3.1. Whilst every effort is made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers, and further, to provide them in accordance with the Hirers booking details, the Employment Business does not warrant the technical or professional competence of the Temporary Worker.

3.2. The Hirer shall satisfy itself as to the competence of the Temporary Worker before work is allocated.

3.3. The Employment Business is not liable for any loss, expense, damage, cost or delay in arising from any failure to provide any Temporary Worker for all or part of the period of the booking or from negligence, dishonesty, misconduct or lack of skill of the Temporary Worker.

3.4. For avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

## **CHARGES**

The Hirer agrees to pay the Charges as notified to and agreed with the Hirer. The Charges are calculated according to the number of hours worked by the Agency Worker (to the nearest quarter hour) and comprise the following:

- the Agency Worker's hourly rate of pay;
- an amount equal to any paid holiday leave to which the Agency Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment;
- any other amounts to which the Agency Worker is entitled under the Agency Workers Regulations, where applicable;
- employer's National Insurance contributions;
- any travel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable; and

- the Employment Business' commission, which is calculated as a percentage of the Agency Worker's hourly rate.

Any variation to these charges will be agreed with the Hirer and confirmed in writing stating the date such variation shall take effect.

4.3 No refunds are payable in respect of the Charges of the Employment Business except in the circumstances outlined in Clause 8.

4.4. VAT is payable on the entirety of these charges.

4.5. The Employment Business will be solely responsible for the payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

4.6. The Employment Business will submit invoices to the hirer on a weekly basis, or such other basis as shall from time to time be agreed, for all fees, hourly charges and expenses payable by the Hirer in respect of the Temporary Workers services. These invoices are payable within 7 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 1% per annum above the current base rate from the due date until the date of payment.

## **TIME SHEETS**

5.1. At the end of each Assignment, or week if an assignment splits across weeks, and within 2 hours of the assignment, or week, being completed, the Hirer shall sign-off the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that assignment and a view on the quality of work produced and whether the Hirer would use the worker again.

5.2. Signature of the time sheet by the Hirer indicates a view of satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked.

5.3. Failure to sign the time sheet does not absolve the Hirer's obligation to pay the charges in respect of the hours worked.

5.4. If the Hirer is unable to sign a time sheet produced for authentication by the Temporary Worker because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any were worked by the Temporary Worker.

5.5. The system will automatically approve timesheets 5 (FIVE) days after they have been submitted for review by the hirer if there are no expenses and no changes to the agreed wage. Red WigWam will pay the worker for the submitted claim, making the hirer liable to settle the invoice within the given timeframe.

## **TRANSFER AND INTRODUCTION FEES**

The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages an Agency Worker Introduced by the Employment Business other than via the Employment Business or introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and:

- where the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or
- where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer. The Transfer Fee will be calculated in accordance with Schedule 1.

If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving one week's written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule 1. During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment; but the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

Where prior to the commencement of the Hirer's Engagement other than via the Employment Business the Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 1 pro-rata. Such reduction is subject to the Hirer Engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

No refund of the Transfer Fee will be paid in the event that the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 8.

VAT is payable in addition to any Transfer Fee due.

The transferred worker(s) will still remain on the Red WigWam database, eligible for other Red WigWam jobs.

## **LIABILITY**

7.1. Temporary Workers are engaged by the Employment Business under contracts of employment. They are deemed to be under the supervision, direction and control of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Hirer. The Hirer will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in Clause 4 above), including in particular the adherence to Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments (up to £5million cover). The Hirer shall also advise the Employment Business of any special Health and Safety matters about which the Employment Business is required to inform the Temporary Worker. The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Hirer requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Hirer must notify the Employment Business of this requirement before the commencement of that week.

7.2. The Hirer shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment and/or as a result of any breach of these Terms by the Hirer.

## **TERMINATION**

If there is a Cancellation of a job by the Hirer but this Cancellation is more than 24 hours from the start of the Assignment or if the Cancellation is less than 24 hours but no Temporary Worker has been booked for that Assignment then there is no charge is applied. If the Cancellation by The Hirer is between 24 and 6 hours of the start of the Assignment then a fixed Cancellation fee of £20 or a full one day Assignment cost, whichever is the lowest, will be charged to The Hirer. If the Cancellation less than 6 hours of the Assignment and Temporary Worker(s) are booked then a full day charge will be applied.

8.2. The Hirer undertakes to supervise the Temporary Worker sufficiently to ensure the Hirer's satisfaction with the Temporary Worker's standards of workmanship. If the Hirer reasonably considers that the services of the Temporary Worker are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business 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.

AND ALSO

provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

8.2. Any of the Hirer, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability outside the terms noted previously.

## **DATA PROTECTION**

9.1 Details of your business name, address, telephone number and other relevant data including employer history, bookings, invoice details and other related information will be kept by the company in line with DPA Regulations.

9.2 Red WigWam is a wholly owned subsidiary of The Mothership Group. The Mothership Group consists of a number of businesses in different functional areas. We will use your data to provide you with offers from The Mothership Group of companies. We will use your data and on-line activity to analyse your behavior and provide you with relevant advertising and communications from The Mothership Group of companies. Offers will be made either on-line via email and relevant advertising on The Mothership Group companies' websites and mobile applications, and off-line via Direct Marketing including Direct Mail and Text Messaging.

## **SCHEDULE 1: TRANSFER FEES**

The Transfer Fee referred to in clause 6 shall be:

£99 plus VAT (subject to change without notice).

1.2 The Period of Extended Hire, referred to in clause 6, before the Hirer Engages an Agency Worker shall be 8 weeks.

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