**Terms and conditions**

These terms set out the agreement between Elylite and the Client for the supply of Temporary Workers by Elylite to the Client. For the purposes of the Conduct Regulations 2003.

This agreement and its contractual obligations, is governed and construed in accordance with the law of England and Wales.

**Elylite`s Obligations**

Elylite will perform the services using reasonable skill and care and will always ensure that all staff deployed by Elylite **is adequately trained, experienced and competent**.

Prior to commencement of an assignment, Elylite will send the client a profile confirming,

1. The identity of the temporary worker ,
2. Compliance details such as training , qualifications
3. Proof of DBS and All relevant checks.

Elylite will be a point of contact between the Client and the Agency worker

**Client`s obligations**

* When requesting an agency worker, the client will give Elylite details of,

(a) The date of the shift, times and location

(b) .The position required

(c) .Risk assessment

(d). Client`s any other pre-requisites including preferences

* The Client is responsible for providing a safe working environment and provides appropriate equipment for the tasks to be completed by the agency worker.
* The Client shall ensure that the Agency Worker is able to take the same breaks and facilities as the Clients own staff.
* An authorised representative of the client is responsible for verifying and signing timesheet to evidence the hours worked by the Agency worker.
* Client can cancel assignment giving at least 24hrs without any charges,

**Agency workers**

* The client will review the Agency **staff profile**, give feedback and if any point , the Client is not satisfied with the Agency worker, the client shall notify Elylite as soon as possible who will in turn deploy alternative worker.
* If the Agency worker is absent for any reason, Elylite will use its reasonable endeavours to provide another suitable candidate to cover the absence.

**Disputes**

If a dispute arises out of or in connection with this agreement , performance or enforceability of it, then except as expressly provided in this agreement, the parties shall follow the procedure set out in accordance to Elylite`s written Complaints Procedure that shall be made available upon request

In case of dispute, either party shall give to the other written notice of dispute setting out its nature or full particulars and the parties shall attempt, in good faith to resolve the dispute within 28 business days

**Term**

This agreement shall commence on the date stated in the contract details (**commencement**) date and shall continue until either party gives 30 days written notice to terminate

**Default and early termination**

* Elylite may withdraw its Agency workers in circumstances that Elylite`s reasonable opinion, make the completion of the assignment untenable. Such as.
* Failure to provide a safe working environment and appropriate equipment
* Failure to pay an invoice for an extended period of over 2 weeks after the original 28 days has lapsed days and 2 weeks after default.

**Fees**

* The client shall pay Elylite, the service fees in respect of Agency workers supplied in accordance to the **agreed rates**.
* The fees will be calculated according to the amount time worked by the temporary worker rounded up to the nearest 15 munities and includes vat (where applicable)
* Elylite shall be entitled, at its sole discretion, to review the fees periodically every year.
* Elylite will submit its invoice to the client in respect to fees weekly in arrears by email or post
* The client shall pay each invoice submitted to it by Elylite in cleared funds within 28 days of receipt to Elylite bank account
* Nothing will restrict Elylite from pursuing outstanding invoices through the English courts or seek injunctive relief.
* **All fees include V.A.T where applicable**

**Force majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing or failure to perform, any of its obligation including payment. If the period of delay continues for 30 days the party not affected can terminate the agreement by giving 2 weeks’ notice.

**Severance**

If any provision of this agreement is unenforceable, the parties shall negotiate in good faith to amend such provision such that it achieves the intended commercial result of the original provision.

 **Contract of agreement**

This is a signed document between ……………………………………and Elylite care

To show that Elylite are now a listed staff provider in accordance to the terms and conditions of the pricing ATTACHED .Elylite pledge to provide excellent staff at short notice and timesheets will be provided to show evidence that the successful hours have been completed.

As our client we hope that invoices of timesheets can be made to our account in the period of 21 to 30 days of each calendar month.

Client signature ………………………………….

Elylite representative……………………………………

Commencement date..................................................