



# Timesheet

We would be grateful if you could complete and sign this timesheet, returning it to the address below either by fax or via the post. **Fax Number: 01293 817127**

**about you recruitment ltd, Basepoint, Metcalf Way, Crawley, West Sussex, RH11 7XX**

Client Name \_\_\_\_\_

Invoice Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Invoice Name \_\_\_\_\_

Reporting Name \_\_\_\_\_

Hours	Start	Finish	Breaks/lunch (deduct)	Hours
Mon				
Tue				
Wed				
Thu				
Fri				
Sat				
Sun				
<b>Total:</b>				

Assignment Number \_\_\_\_\_

Staff No. \_\_\_\_\_

Staff Name \_\_\_\_\_

Assignment Type \_\_\_\_\_

Assignment Date (w/e) \_\_\_\_\_

Client A/C Number \_\_\_\_\_

I verify the above hours to be a true reflection of my completed assignment  
Signed \_\_\_\_\_  
Name (print) \_\_\_\_\_

**CLIENT AUTHORISATION**  
Signed \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

I confirm that the assignment has been satisfactorily completed for this period and authorise this Timesheet for payment.

Assignment Address  
(if different from above) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

And Postcode \_\_\_\_\_

Invoice Ref. No.  
e.g. (P.O. No/Cost Code) \_\_\_\_\_

Placed By: \_\_\_\_\_

This supply is under Principle Status unless confirmed otherwise in writing.

**about you recruitment use only**

OVER TIME HOURS	MULTIPLE	1.25	1.33	1.5	1.75	2	3

**Temporary Staff Member:** Please sign your timesheet to confirm your hours and ensure the client has signed to confirm agreement. **Timesheets must be faxed to us by 6pm latest on Friday of each week.**  
**Fax Number: 01293 817122 Telephone Number: 01293 817127**

## Terms and Conditions of Business

### Definitions

The Consultancy: About You Recruitment Ltd of **Basepoint, Metcalf Way, Crawley, West Sussex, RH11 7XX**

The Client: The Company, Firm, Entity or Person requiring the introduction of full-time, part-time and contract workers from the Consultancy.

Engagement: The engagement by the Client of the person, or limited company, introduced by the Consultancy, whether for a full-time, "permanent", part-time, contract or contingent or "temporary" position for whatever duration of time.

Candidate: Any third party introduced by the Consultancy to the Client, whether for a full-time, part-time, contract or contingent staffing position or any member of the Consultancy's own full-time staff.

Introduced: The provision by the Consultancy to the Client of all or any details of a candidate, whether in oral or written form, for any potential engagement, full-time, part-time, contract or on a contingent basis or any basis whatsoever.

Contract or Contingent Worker or Temporary Assignment Worker: any third party introduced to the Client by the Consultancy pursuant to clauses B1 to B15 of these Terms and Conditions of Business.

These Terms of Business replace all Terms of Business and documentation whatsoever previously supplied by the Consultancy and are deemed accepted by the Client by virtue of the introduction of a Candidate.

Without the formal written consent of a person styling and signing him or herself, on Company headed notepaper, as a Director of the Consultancy, NO VARIATION WHATSOEVER CAN BE MADE TO THESE TERMS AND CONDITIONS OF BUSINESS.

For the avoidance of doubt, English law shall apply to this agreement and any disputes arising from it are subject to the exclusive jurisdiction of the courts of England and Wales.

### Terms for the introduction of staff for full-time or part-time permanent employment

A1. The Client undertakes both to Notify to the Consultancy immediately an engagement has been agreed, together with the remuneration offered to the candidate, AND to pay the Consultancy FEE, calculated in accordance with Clause A2 below, within 14 days of the Date of the Consultancy Invoice or within 14 days of the date of the Consultancy Invoice if the fee is due for temporary or contract engagement. If payment terms are not met then the Consultancy reserve the right to revert to standard Terms of Business.

A2. The FEE payable by the Client to the Consultancy for the introduction of a Candidate is calculated as presented in the Scale of Fees below, on the remuneration agreed between the Candidate and the Client. As agreed in Clause A1 above, the Client will disclose to the Consultancy full details of remuneration offered as soon as the agreement has been accepted.

#### SCALE OF FEES

##### REMUNERATION per Annum

up to £13999	15 per cent
£14000 – £17999	17 per cent
£18000 – £24999	20 per cent
£25000 – £29999	22 per cent
£30000+	25 per cent

VAT is always charged in addition.

A3. All Introductions are confidential and communication of an Introduction to a different employer which results in an engagement will render the Client liable to that FEE calculated in Clause A2 above.

A4. Occasionally, for whatever reason and because of the human element involved, engagements terminate. If the Engagement terminates before the expiry of 100 days from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.

The Consultancy has provided a scale of refunds that will compensate the Client over a period of Fourteen weeks in the event of such a situation.

- ♣ So long as the Consultancy Fees have been paid in full by the Client in accordance with Clauses A1 and A2 above; and
- ♣ So long as the Client, within SEVEN DAYS of the termination of the engagement, provides details in writing to the Consultancy the Client will be entitled to the following refunds:

#### SCALE OF REFUNDS

##### For engagements terminating

<b>DURING OR AT THE END OF:</b>	<b>REFUND:</b>
Days 01 – 28	100 per cent
Days 29 - 100	50 per cent if payment terms met, or 25 per cent if payment terms NOT met

A5. Should the Candidate's engagement be terminated within 100 Days and subsequently re-engaged on any basis whatsoever by the Client or by any subsidiary, associated or tied company within twenty six weeks of the termination of the engagement, a further FEE will be charged, calculated in accordance with Clause A2 above.

A6. LIABILITY: The Consultancy shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Consultancy searching for a candidate for the Client or the Introduction to the Client by the Consultancy of any Candidate or the Engagement of any Candidate by the Client.

A7. RESPONSIBILITIES: The Consultancy can be relied upon to do their professional, level best to ensure the suitability of every candidate in accordance with all relevant statutory obligations.

It is incumbent upon the Client, however, to satisfy themselves as to the appropriateness and usability of a candidate, and the client is strongly urged to take up any references and testimonials provided by the Consultancy and/ or the Candidate before an engagement. Furthermore, the Client shall always be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or medical history enquiries, when considered appropriate, and satisfy any other statutory or legal requirements pertaining to their specific engagement.

## Terms for the introduction of staff for contract and temporary assignments

### Definitions

Contractors or Contract staff: The engagement of a Candidate whom the Client does not employ on a full-time basis but is contracted for a fixed term (whether or not the contract is subsequently renewed) and whom is not or is, during the contracted engagement, on the payroll of the Client.

Assignment Worker, Temporary, Contingent Staff: A Third Party introduced to the Client, pursuant to Clauses B1 to B15 of the Terms and Conditions, for contingencies, including but not exclusive to, temporary replacement during sickness and unavailability of full-time staff, during periods of work peaks, to act as a interim during maternity or paternity leave, to staff provisional or pilot projects and to provide a prudent alternative to commitment of major corporate resources.

Contract period: The initial fixed period during which the Candidate is engaged: if there is any extended or renewed period then each such extension or renewal shall be considered a new Contract Period.

B1. Under these Terms, the Consultancy may introduce an Assignment Worker to the Client as AGENT (in which cases Clauses B" and B£ will apply) or supply an Assignment Worker as PRINCIPAL (in which case Clause B4 and B5 will apply). All later Clauses until Clause 11 will apply in either case. The capacity of the Consultancy for any assignment will be stated and agreed with the Client before the commencement of the assignment and identified on the subsequent invoice.

B2. The Client agrees to pay the agreed charge for the introduction of the Assignment Worker, which will be expressed in hourly or daily terms. This charge is made up of firstly the payment to the Assignment Worker plus the appropriate National Insurance secondary contributions, where applicable, which are deducted on the worker's behalf and any expenses as detailed and, secondly, a handling fee by the Consultancy which attracts VAT and is duly charger.

B3. The Consultancy will operate a Pay role and will deduct from sums paid to the Assignment Worker the appropriate amount of Schedule E Income Tax (PAYE) and National Insurance primary contributions, where applicable. The Consultancy will subsequently account for that tax and those primary and secondary National Insurance contributions to the Inland Revenue as required by Section 134 ICTA 1988 and Regulations 2 and 5 SI 1978 Number 1689. The charge for this service is included in the Consultancy handling fee as referred to in B2 above.

B4. The Client agrees to pay the hourly or daily charge of the Consultancy for all hours worked by the Assignment Worker. The charge largely represents a payment made to the worker by the Consultancy. VAT is additionally charged. Assignment Workers are normally paid at time-and-a-half for agreed hours in excess of 40 per week Monday to Friday inclusive and at double-time for hours worked on a Saturday or Sunday.

B5. The Consultancy are wholly responsible for deductions and payment of all statutory contributions in respect of National Insurance and the lawful administration of Income Tax pertaining to each Assignment Worker except in the case of contract workers who are on the payroll of the Client when the Client will be liable for the contract staff as if it had engaged permanent staff.

B6. The Consultancy hourly or daily charges (and indeed the payment to the Assignment Worker) will be those in force at the time of introduction and may be varied from time to time, with immediate effect, calculated according to the skill requirements of the assignment, availability of suitably qualified workers and the planned duration of the assignment. Details are always available on application. In order that we may quickly recruit a suitable worker, a surcharge of between seven and ten per cent of the quoted hourly or daily charge may be applied on a assignment of less than eight hours' duration.

B7. The Client agrees to authorise and sign a time sheet either hard copy or electronic in a timely fashion confirming the hours worked by the Assignment Worker.

In signing this document the Client agrees that the hours indicated thereon have been satisfactorily worked. Any expenses that have been agreed relating to the worker and this assignment shall be additionally itemised on the subsequent invoice in addition to the charges described in Clause B6. The failure to sign the timesheet does not absolve the Client's liability to pay for all hours worked.

B8. Assignment Workers are paid weekly by the Consultancy and charges relating to these workers are invoiced weekly and payable by the Client within FOURTEEN DAYS of the date of the invoice. The Consultancy reserve the right to charge interest on late payment of invoices at the rate of 25% of current MLR per 28 days overdue or part thereof.

B9. The engagement by the Client of the Assignment Worker introduced or supplied by Consultancy or the introduction of this worker to a different employer or the introduction of this worker, whether or not through the worker's limited company, resulting in a engagement renders the Client to pay a FEE to the Consultancy provided only that any such engagement takes place within 26 weeks of the termination of any assignment through the Consultancy whether or not it is for a definite or indefinite period.

B10 The relevant FEE payable in accordance with Clause B9 above in respect of an engagement shall be calculated according to the Scale of Fees outlined in Clause A2.

B11. In the event of a Client being in breach of Clause A1 then the Annual Salary on which the FEE is payable under Clause B9 or where there is any doubt the remuneration of the worker in question, the annual salary shall be calculated by taking the highest hourly charge payable by the Client to the Consultancy within the 26 weeks prior to the engagement of the worker, multiply this charge by 37.5, to give an appropriate weekly charge and then multiplying this amount by 52 to give the annual remuneration required under Clause A2.

B12. LIABILITY Whilst every effort is continuously made by the Consultancy to ensure that their Assignment Worker are of suitably high standards of integrity, reliability and skill standards and to introduce and supply workers who seem to accord with those obtained from the Client prior to the introduction or engagement, no Liability, whether arising from negligence or other wise, will be accepted for any loss, damage, delay or expense caused by:

- ♣ Failure to provide an Assignment Worker during all or part of an assignment.
- ♣ Any negligence, dishonesty, misconduct or lack of skill of the Assignment Worker.

The Client is responsible for obtaining all necessary insurance policies to protect themselves from any liability whatsoever.

B13. RESPONSIBILITIES In respect of a Assignment Workers supplied, the Client agrees to comply in all respects with all statutes including, but not limited to, the Working Time Regulations 1998 (as amended from time to time), bye-laws, codes of practice and legal requirements to which in the Client is normally subject in respect of Client's own staff (including so far as is applicable the matters specifically mentioned in Clauses B3 and B5 above).

The Client shall also advise the Consultancy of any and all Health and Safety issues about which the Consultancy are required to inform the Assignment Workers.

Without prejudice to Clauses 3 and 5, and the above matters the Client shall assist the Consultancy in complying with their duties under the Working Time Directives by supplying any relevant information requested by the Consultancy and the Client will not do or omit to do anything to cause the Consultancy to be in breach of its obligations under these regulations. Where the Client requires or may require the services of Assignment Workers for more than 48 hours in any one week, the Client must communicate this before the commencement of that week.

B14. INDEMNITY The Client has an obligation to supervise the Assignment Worker to ensure a reasonable standard of workmanship and is responsible for all acts, errors and omissions of the worker as if the worker were employed by the Client. The Assignment Worker is deemed to be under the direction and control of the Client from the time the assignment begins until the worker completes it. The Client shall indemnify the Consultancy against any claim or liability incurred by the Consultancy arising out of the introduction or supply to the Client of the Assignment Worker.

B15. No charge in the unlikely event that the Client considers an Assignment Worker supplied under these Terms and Conditions to be so negligent or incompetent as to render his/her services to be of little or no worth to the Client, the Consultancy shall reduce or cancel the charge for the time worked by the worker on that day under Clause B2 (where the Consultancy are acting as agent) or B4 (where the Consultancy are acting as principal), provided that the worker leaves the assignment immediately, that notification which must be confirmed in writing within five days, is received by the Consultancy within Four HOURS of the worker starting duties and that, for the sake of equity and quality control, the Client provides evidence, if required, of the unacceptable work standards.