



2 High Street
Sidcup
Kent DA14 6EZ

BETTER STAFF

— RECRUITMENT —

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TEMPORARY STAFF TIME SHEET

WE MUST RECEIVE THE SIGNED TIME SHEET BY 12 NOON EACH MONDAY

Client's Name and Address:	Telephone Number:
	Fax Number:

Temp's Name: **Week Ending:**

WORKING HOURS

	Commenced	Break Period	Finished	Daily Total Hours Worked	Supervisor's Signature
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					
SATURDAY					
SUNDAY					
TOTAL					

ATTENTION ALL CLIENTS: It is hereby certified that the above hours shown are correct and that the work was performed in a satisfactory manner. In the event of our wishing to take on to our staff any employee of Better Staff Industrial & Commercial Recruitment Ltd, within a period of twelve months, we hereby undertake to pay the full permanent engagement fee in respect of such engagement and hereby agree to the **terms and conditions of business** overleaf, of Better Staff Industrial & Commercial Recruitment Ltd.

For and on behalf of:

Signature:

Position:

www.betterstaff.co.uk

EMPLOYMENT BUSINESS TEMPORARY TERMS OF BUSINESS

1. Definitions and interpretation: "Client" means the hirer who has requested Better Staff to introduce a Temporary or to whom Better Staff has introduced a Temporary. "in any capacity" includes without limitation on a permanent, fixed term, temporary or self employed basis, as applicable. "introduce" means the provision by Better Staff to the Client of any details, whether written or oral, of a Temporary. "Better Staff" means Better Staff Industrial & Commercial Recruitment Ltd. "Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003. "Relevant Period" means 14 weeks from the first day on which the Temporary worked for the Client or 8 weeks from the day after the day on which the Temporary last worked for the Client, whichever ends later. "Temporary" means a person or limited company introduced or supplied by Better Staff to the Client for the purpose of a temporary assignment. "Terms of Business" means these Employment Business Terms of Business, any documents agreed or issued pursuant to the terms herein and any agreed variations.
2. These Terms of Business take effect from 1st January 2006 and supersede any previous terms of business issued by Better Staff.
3. When introducing or supplying a Temporary for a temporary assignment, Better Staff is acting as an employment business as defined in the Regulations.
4. By asking Better Staff to introduce or supply a Temporary, or by agreeing to engage or make use of a Temporary in any capacity, the Client is deemed to have accepted these Terms of Business.
5. No variation of these Terms of Business is valid or shall be binding on Better Staff unless confirmed in writing to the Client.
6. The Client shall notify Better Staff immediately on engaging or making use of a Temporary in any Capacity.
7. The charge made for a Temporary will be in accordance with the scale of charges advised to the Client at the time of booking and will be calculated by multiplying the hourly charge rate by the hours worked by the Temporary. The hourly charge rate comprises the Temporary's pay, commission, payment in respect of holiday entitlement under the Working Time Regulations 1998 and Employer's National Insurance contributions, plus any other statutory costs and/or entitlements which may arise from time to time. The minimum length of assignment is 4 hours. Any assignment of less than 4 hours will be charged at 4 times the hourly charge rate.
8. All fees and charges are payable within 14 days from receipt of invoice and payment should be made to Better Staff Industrial & Commercial Recruitment Ltd, 2 High Street, Sidcup, Kent, DA14 6EZ. Receipt of invoice shall be deemed to be two days after the date shown on the invoice.
9. VAT is payable at the prevailing rate.
10. Better Staff reserves the right to charge interest on all invoices raised from the date of invoice until the date of payment calculated at the rate of 2% per calendar month or part thereof.
11. In respect of an assignment, the Client shall provide Better Staff with the following information:
 - 11.1 the full corporate name, address and registered number or, where not applicable, its full business and trading name and address, and the nature of the business;
 - 11.2 the nature of the temporary assignment, including the type of work involved, the location, the hours of work, the commencement date, and the likely duration;
 - 11.3 any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
 - 11.4 the experience, training, qualifications and any authorisations which are required by the Client including any which the Client is aware are required by law or by any professional body in respect of such temporary assignment;
 - 11.5 any expenses payable by or to the Temporary; and
 - 11.6 if the temporary assignment involves working with vulnerable persons, including without limitation, persons under the age of 18, or persons in need of care or attention by reason of old age, infirmity or any other circumstances.
12. Better Staff's responsibilities to the Client are:
 - 12.1 to obtain references and verify any professional qualifications or authorisations which the Temporary is required to have by law or by any relevant professional body, however, the Client shall be responsible for obtaining or verifying such references and/or qualifications where Better Staff is not permitted to do so; and
 - 12.2 to select a Temporary suitable for introduction to the Client in accordance with the Client's requirements as to experience, training and qualifications as notified to Better Staff at the time of the booking or subsequently in response to such questions as Better Staff may ask to establish who would be a suitable Temporary to do the work required. It is the Client's responsibility to supply Better Staff with sufficient information and to respond honestly and accurately to Better Staff's questions to enable Better Staff to select a Temporary with suitable experience, training and qualifications.
13. The Temporary is under the direction and control of the Client for the duration of his/her temporary assignment.
14. Better Staff accepts no liability whatsoever for any loss, damage, costs or expenses howsoever caused which the Client may suffer or incur arising out of or in connection with the introduction or supply to or engagement by the Client of a Temporary unless such loss, damage, costs or expenses are a direct result of the negligent acts or omissions of Better Staff. For the avoidance of doubt, nothing in this clause shall be deemed to exclude any liability which cannot by law be excluded, including without limitation, liability for death or personal injury and fraudulent misrepresentation.
15. **Two Day Guarantee:** If at any time during the temporary assignment the Temporary proves to be unsatisfactory the Client should notify Better Staff and a two day credit will be made provided the Client is acting reasonably in concluding that the Temporary is unsatisfactory and the Temporary's services are discontinued immediately. A one day guarantee applies in respect of Hospitality and Industrial Temporaries.
16. The Temporary will be employed by Better Staff under a contract of service and Better Staff will pay the Temporary's wages and make appropriate deductions for earnings related insurance and income tax under Schedule E and account to the Inland Revenue for these deductions.
17. Clause 16 shall not apply in the case of a limited company Temporary, which will be engaged under a contract for services.
18. Overtime and shift premiums, unless otherwise agreed in writing prior to the temporary assignment, are payable on the following basis:
 - 18.1 an overtime premium of 50% of the hours worked during the overtime period (i.e. one and a half times Better Staff's standard charge) will be applied to any hours in excess of thirty seven and a half hours worked Monday – Friday and all hours on a Saturday.
 - 18.2 an overtime premium of 100% (i.e. 2 times Better Staff's standard charge) will be applied to all hours worked on Sunday and Bank Holidays.
19. The Client is responsible for ensuring that the Temporary's ability, qualifications and skills are adequate to operate any equipment, machinery and/or vehicles that the Temporary may be called upon to operate and the Client will be responsible for any liability whatsoever which may arise therefrom.
20. The Client is responsible for providing adequate insurance whilst the Temporary is under the Client's direction and control, to the extent that the Temporary and Better Staff have full benefit of coverage for any liability which might arise.
21. The Client is responsible for complying with the provisions of the Health and Safety at Work Act 1974 and any other health and/or industrial safety statute and any regulations made under such acts and the Client will be responsible for any liability arising thereunder and will indemnify Better Staff and/or the Temporary against any liability loss or damage whatsoever arising thereunder in connection with the temporary assignment of the Temporary.
22. Whilst the Temporary is under the Client's direction and control, the Client is responsible for ensuring that the Temporary receives entitlements to rest breaks and rest periods in accordance with the Working Time Regulations 1998 ("the 1998 Regulations") and for ensuring that the Temporary's working time does not exceed the limits imposed by the 1998 Regulations unless Better Staff has informed the Client that the Temporary has agreed to exclude the operation of the 1998 Regulations in respect of the 48 hour working week. The Client will inform Better Staff of any work the Temporary is to perform which involves special hazards or heavy physical or mental strain and of any collective or workforce agreement in existence under Regulation 6(8)(a) of the 1998 Regulations which identifies such work.
23. The Client warrants that no Temporary will be used to perform the duties normally performed by a worker who is taking part in an official strike or other official industrial action (the first worker), or the duties normally performed by any other worker employed by the Client and who is assigned by the Client to perform the duties normally performed by the first worker.
24. If within the period set out in sub-clause 24.1 or 24.2, as appropriate, the Client agrees to engage or make use of a Temporary in a temporary capacity otherwise than directly through Better Staff, or in any other capacity including without limitation permanent, fixed term or self employed, the Client will be liable for a fee of 400x the hourly charge rate as set out in sub-clause 24.1 or 24.2, as appropriate, without entitlement to rebate. Interest will run from the date of employment or engagement calculated at the rate of 2% per calendar month or part thereof. Alternatively, the Client may elect by prior notice in writing to hire the Temporary for a further period or, where there has been no supply, a period of 26 weeks (the "extended hire period"). Such notice must state that the Client wishes to opt for the extended hire period instead of paying the fee and the date on which the extended hire period will commence. For the avoidance of doubt, the notice must be served prior to engaging or making use of the Temporary, failing which the Client will be deemed to have elected to pay the relevant fee.
 - 24.1 In the case of a Temporary not supplied to the Client, the period shall be 6 months and the hourly charge rate shall be the rate quoted at the time of the booking, or if no rate was quoted it shall be deemed to be £10 per hour. The terms governing any extended hire period shall be these Terms of Business.
 - 24.2 In the case of a Temporary supplied to the Client, the period shall be the Relevant Period and the hourly charge rate shall be that payable when the Temporary was last supplied to the Client. The terms governing any extended hire period shall be the same terms as those in force when the Temporary was last supplied to the Client.
25. If within the period set out below the Client, or the Client's employee, agent or sub-contractor, refers a Temporary to an associated or subsidiary company of the Client or to any third party who so employs or makes use of such Temporary in any capacity, the Client will be liable for a fee of 400x the hourly charge rate as set out in sub-clauses 25.1 or 25.2, as appropriate, without entitlement to rebate. Interest will run from the date of employment or engagement calculated at the rate of 2% per calendar month or part thereof.
 - 25.1 In the case of a Temporary not supplied to the Client, the period shall be 6 months and the hourly charge rate shall be the rate quoted at the time of the booking, or if no rate was quoted it shall be deemed to be £10 per hour.
 - 25.2 In the case of a Temporary supplied to the Client, the period shall be the Relevant Period and the hourly charge rate shall be that payable when the Temporary was last supplied to the Client.
26. The Client will sign or authorise the timesheet and such signature or authorisation by the Client or other confirmation of the temporary assignment shall be deemed conclusive evidence that the Client is satisfied with the work done by the Temporary concerned and that the Client will pay the charges in full without dispute or deduction. However, failure by the Client to sign or authorise any timesheet or to provide other confirmation shall not preclude charging by Better Staff in full for all time actually worked by the Temporary in accordance with These Terms of Business. Further, unless and until Better Staff is notified of dissatisfaction, as provided by clause 15, the Client shall be deemed to be fully satisfied.
27. If, within 12 months of registration of a temporary assignment, any employee of Better Staff or any of its subsidiary companies with whom the Client has dealt with during that 12 month period is engaged by the Client in any capacity, these Terms of Business will apply and the Client will be liable to Better Staff for a fee of £4000 without entitlement to rebate. Interest at the rate of 2% per calendar month or part thereof will be applied from the date of appointment until payment of the invoice without concession.
28. By asking Better Staff to introduce or supply Temporaries for a temporary assignment, the Client is authorising Better Staff to advertise such temporary assignment.
29. The Client confirms that it is not aware of anything which will cause a detriment to the interests of the Temporary or the Client by engaging a Temporary in the temporary assignment. The Client shall inform Better Staff immediately if it becomes aware of any circumstances which would render such engagement detrimental to the interests of the Temporary or the Client.
30. On request, Better Staff will supply to the Client copies of any relevant qualifications or authorisations provided to Better Staff (except where Better Staff is not permitted to obtain, verify or disclose the same) and copies of non-confidential references in Better Staff's possession where:
 - 30.1 a Temporary is required by law or a professional body to have qualifications and/or authorisations for the temporary assignment; or
 - 30.2 the temporary assignment involves working with vulnerable persons, including without limitation, persons under the age of 18, or persons in need of care or attention by reason of old age, infirmity or any other circumstances.
31. The Client shall notify Better Staff if, in order to take up the temporary assignment, the Temporary must occupy accommodation other than the Temporary's home and, if so, the Client undertakes to arrange suitable accommodation and travel to such accommodation. If the Client has arranged free travel or payment of fares for the journey to work of a Temporary, the Client undertakes to include in such arrangement the cost of the return journey, including after the temporary assignment has finished and where the temporary assignment does not start.
32. The Client shall notify Better Staff if it is to lend money to the Temporary in order to meet travel or other expenses, and:
 - 32.1 shall provide Better Staff with the terms of such loan; and
 - 32.2 warrants that the repayment terms of such loan will not require the Temporary to repay a greater sum than the sum loaned.
33. Any Temporary driver is supplied by Better Staff on the understanding that he/she is deemed to be the employee of the Client for all purposes including the Transport Act 1968 and that the Client holds an operator's licence where this is required. Better Staff will provide the Temporary driver with a written statement containing full details of the terms and conditions of employment. Better Staff will also pay the Temporary driver's wages and account to the Inland Revenue and other government departments for all the necessary income tax and statutory deductions made. The Client must comply and is responsible for ensuring that the Temporary driver complies with the provisions of the Transport Act 1968 and/or any other road transport or road traffic legislation and the Client must take proper steps in relation to the insurance, maintenance and safety of vehicles and effect all other necessary liability insurances. The Client shall assume control of the Temporary driver's duties, health and safety, employer's obligations and liability, journeys and hours of work and all statutory duties including EC legislation in respect of driving licences and tachographs. There is a minimum daily charge of 8 hours for the Temporary driver. Better Staff will terminate the Temporary driver's assignment with the Client if so instructed.
34. No refund shall be due to the Client if it has not been claimed within 4 years of entitlement to the same arising.
35. If any provision or part thereof of these Terms of Business is held to be illegal or unenforceable the validity or enforceability of the remainder of the relevant provision and the Terms of Business shall not be affected.