

TIME SHEET

TS/

Time Sheet Code/Payroll Ref

Name:

Week Commencing:

Company Name:

Job Title:

Reporting To:

Location:



Payroll Department Details
10 - 12 Fore Street, Trowbridge,
Wiltshire, BA14 8HA
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Time sheets received after Monday 10.00am deadline may not be processed until the following week

SUPPLYING TEMPORARY STAFF SERVICES – A full copy of Terms if Business (TOB) under which we operate are supplied to a client prior to any business being undertaken. TOB are deemed to be accepted by the client upon request of an interview or placement with a Temporary Worker. Below are key points taken from this document for your attention. For a full copy of White Horse Employment & Professional Resources TOB, contact our consultants on 01225 777157.

These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.

The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing Agency Workers for Assignments with the Hirer.

HIRER OBLIGATIONS

To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following: the type of work that the Agency Worker would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position; any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks; the date the Hirer requires the Agency Worker to commence the Assignment; the duration or likely duration of the Assignment.

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. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.

The Hirer will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.

To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request; to inform the Employment Business of any Calendar Weeks since 1 October 2011 when the relevant Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period; if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment; completed two or more assignments with the Hirer; completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role; save where the Hirer considers that to complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee; such basic working and employment conditions being the Relevant Terms and Conditions; inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee; if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and inform the Employment Business in writing of any variations in the relevant Assignment after the Qualifying Period commenced; and save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide

the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.

In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Hirer will: integrate the Agency Worker into its relevant performance appraisal system; assess the Agency Worker's performance; provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.

The Hirer will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.

The Hirer warrants that all information and documentation supplied to the Employment Business in accordance with clauses 1 and 2 is complete, accurate and up-to-date; and it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 1 and 2;

Without prejudice to clauses 14.7 and 14.8, the Hirer shall inform the Employment Business in writing of any: oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Hirer and the Hirer will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Hirer will provide the Employment Business with a copy of any such written statement.

The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

TIMESHEETS

At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) the Hirer shall sign the Employment Business' timesheet verifying the number of hours worked by the Agency Worker during that week.

Signature of the timesheet by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet or unable to produce it for authentication by the Agency 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 Agency Worker. Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.

The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the Agency Worker the provisions of clause 10.1 below shall apply.

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, hotel 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.

In addition to the Charges, the Hirer will pay the Employment Business an amount equal to any bonus that the Hirer awards to the Agency Worker in accordance with clause 3.5 immediately following any such award and the Employment Business will pay any such bonus to the Agency Worker. For the avoidance of doubt, the Hirer will also pay any employer's National Insurance Contributions and the Employment Business' commission on the bonus (calculated using the same percentage rate as that used under clause 6.1.6) in

addition to any bonus payable to the Agency Worker.

The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

No refunds are payable in respect of the Charges of the Employment Business.

The Employment Business reserves the right to apply an annual increase to the hourly charges at the beginning of each new calendar year in accordance with the average percentage measure of inflationary increase as calculated utilising the RPI (Retail Price Index) data derived from the previous calendar year

TRANSFER 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 to 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 2 to TOB.

LIABILITY

Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

Agency Workers supplied by the Employment Business pursuant to these Terms are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision and direction 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 Agency Worker, whether wilful, negligent or otherwise as though the Agency Worker was on the payroll of the Hirer.

The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.

The Hirer will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety At Work Act, Act 1974, the Management of Health and Safety at Work Regulations 1999, 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 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.

The Hirer undertakes not to request the supply of an Agency Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.

The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Hirer.

The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.

If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action as give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

Please enter hours rounded up or down to the nearest **15 minutes**

Day	Date	Start Time	Finish Time	Breaks Taken	Standard Hours	Overtime Hours	Expenses	
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
Sunday								
Total								

All hours will be paid at the standard rate unless overtime rates have been **authorised** and agreed in advance. All breaks and expenses are **unpaid** unless authorised by the client.

Total

Holiday **MUST** be booked in advance

Advance Holiday Request Date(s)	No of Days	Eg 2 days	No of Hours	Eg 2 days @ 6 hrs per day = 12 hrs
..... Days Hours

COMPANY DECLARATION I confirm that the above temporary worker has satisfactorily worked the hours stated (minimum of 4 hours per day) and agree that payment will be made at the per agreed hourly charges. I have received and accepted, as the basis of this transaction, the White Horse Employment & Professional Resources Terms of Business.

Signed: Print Name:

NB Failure to sign a time sheet does not absolve the clients obligation to pay the charges in respect of hours worked.

Please take a copy of this time sheet for your records