

# TIMESHEET

## PAYROLL DETAILS

1st Floor  
7 Hanover Square  
London  
W1S 1HQ

Tel: 020 7344 1401  
Fax: 020 7344 1435  
Email: enquiries@austinbenn.co.uk

We recommend that fax confirmation slips should be retained for your personal records.  
**Timesheets received after the Tuesday 11am deadline will not be processed until the following week.**

### FULL TEMPORARY NAME

NAME

AUSTIN BENN CONSULTANT

### ASSIGNMENT DETAILS

CLIENT NAME

WEEK ENDING

REPORTING TO

**Note: The working week ends on Sunday**

**Overtime is only payable at the client's discretion**

Day/ Date	Start Time	Finish Time	Break (Hrs/Mins)	Standard Hours	Overtime (x1.5)	Overtime (x2)	Total Hours Worked
MON /							
TUE /							
WED /							
THU /							
FRI /							
SAT /							
SUN /							
Totals =							

Please ensure the total boxes are completed before signing and that the hours are recorded accurately and totalled to the nearest 15 mins.

**Final total should be entered in decimal e.g 37.50 = 37 hours and 30 minutes.**

Signature of Temporary Worker

Date

I hereby certify that the above is a correct record of the hours I have worked for the weeks stated above.

Name (please print)

Reclaimable Expenses

If you are claiming expenses, please post original timesheet with relevant receipts attached

Name (please print)

Date

Signature of Client

Position

I confirm that the above temporary worker has satisfactorily worked the hours stated and agree that payment will be made at the rates stated in respect of these according to your terms and conditions of business which I have received and accept as the basis of this transaction.

I agree to reimburse Austin Benn for this expenses claimed on receipt of the relevant invoice.

# General conditions of business - Temporary Workers

With effect from September 2009



## 1 Definitions

1.1 In these Conditions the following expressions shall be given the following meanings:

1.1.1 "Assignment" - the period during which a Worker performs services or carries out work for or on behalf of the Client under any booking made with the Company, commencing at the time the Worker first reports to the Client to take up duties (or, if earlier, the commencement by the Worker of such work or services) and ending upon the cessation by the Worker of all such work and services;

1.1.2 "The Company" - Austin Benn Recruitment Solutions (a trading name of Austin Benn Consultants Limited) an employment business;

1.1.3 "The Client" - any person, firm, company or organisation placing an order with the Company for the supply of a Worker;

1.1.4 "Engages/Engaged/Engagement" the engagement, employment or use of the Worker directly by the Client or any third party or through any other employment business/agency on a permanent or temporary basis; whenever under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Worker is an officer or employee;

1.1.5 "First Assignment" the first Assignment of the Worker with the Client or any subsequent Assignment commencing at least 42 days after the end of any previous Assignment of the Worker with the Client;

1.1.6 "Relevant Period" 14 weeks from the commencement of the first Assignment of the Worker with the Client or 8 weeks from the day after the end of the last Assignment of the Worker with the Client, whichever is the later

1.1.7 "Third Party" any person, firm, company or organisation to whom or which the Client introduces the Worker;

1.1.8 "Worker" - any person who is supplied by the Company to the Client with a view to carrying out work for or on behalf of the Client.

1.2 In these Conditions words importing the singular shall include the plural and vice versa. The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.

## 2 Impact of conditions

2.1 These Conditions shall be deemed to be accepted by the Client from the earliest moment when the Client interviews or accepts services or work from a Worker.

2.2 Once the Client is deemed to have accepted these Conditions in connection with one Worker, the Conditions are deemed incorporated into all future agreements between the Company and the Client in connection with Workers.

2.3 In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Company. No variation can be made to these Conditions without the written consent of a Director of the Company. No other employee, agent or servant of the Company has any authority to make representations, amend, vary, modify or waive any of these Conditions.

2.4 The complete or partial invalidity or unenforceability of any provision in these Conditions for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

## 3 Making a booking

3.1 The Client may make a booking orally or in writing. The Company will record the details of any booking and will confirm them to the Client orally or in writing.

3.2 The Company will, subject to availability, supply a Worker to meet a booking placed by the Client. The Company has no responsibility to supply any particular person as a Worker. The Company shall have no liability to the Client arising from any failure to provide any person or any particular person as a Worker in response to any booking or any part of any booking.

3.3 When making a booking the Client shall give the Company full details of:

3.3.1 the intended duties of the Worker;

3.3.2 any special skills which it requires the Worker to have including any experience, training, qualifications or any authorisations including those required by a professional body or by law;

3.3.3 any risks to health and safety known to the Client and any steps that may have been taken to prevent or control such risks;

3.3.4 any health and safety information which the Client wishes to be passed on to the Worker.

3.4 If during the Assignment the Client proposes a change to any of the details provided to the Company under Condition 3.3, it will inform the Company before making the change and in any event without delay.

3.5 If the Client expects to require the services of any Worker for more than 48 hours in a single week (from Monday to Sunday), it must inform the Company by no later than the Thursday of the preceding week. The Client must not instruct the Worker to perform night work until the Worker has been given a health assessment that has not shown any reason why the Worker may not do night work. If the Client is in any doubt as to the position, it should check with the Company.

3.6 The Company will prior to the Assignment take all reasonable steps to check that the Worker is reasonably suitable to the Client's notified requirements. This will include making reasonable enquiries as to whether the Worker holds a valid licence to drive any class or description of vehicle where the driving of such a vehicle has been notified to be within the scope of the intended duties.

3.7 The Client shall not rely on any checks done by the Company as to the suitability and qualifications of the Worker. Prior to issuing instructions to a Worker, the Client shall satisfy itself as to the Worker's suitability and qualifications to perform the relevant duties, including the operation of any machinery, equipment or vehicles. The Client shall also ensure compliance by or on behalf of the Worker during the Assignment with laws and other applicable regulations relating to the operation of any such machinery, equipment or vehicles.

3.8 The Client shall not allow any Worker to undertake any work other than that which has been notified to the Company by the Client when the booking was made. Without prejudice to that requirement, the Client shall not allow the Worker to undertake work requiring special skills, experience or qualifications if such requirements of the Worker were not notified by the Client to the Company in placing its booking for such a Worker.

## 4 Supervision

4.1 No Worker is an employee of the Company. Each is self-employed or engaged under a contract for services. The Client acknowledges that the Company does not have the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Worker's work. The Client acknowledges that the Company's charges reflect this.

4.2 The Client undertakes to the Company that it will discharge responsibility for the welfare and supervision of each Worker from the start of any Assignment as if that Worker was an employee of the Client. The Company acknowledges that the Client has not accepted that the Worker is its employee. The Client shall, however, provide sufficient supervision, direction and control over the Worker throughout the Assignment to ensure a reasonable standard of performance.

4.3 The Client shall at all times discharge all statutory and common law duties which the Client may from time to time owe to the Worker or to which the Client may from time to time be subject in respect of the Worker. Without limiting the generality of the foregoing, the Client shall ensure that the Worker is provided with the necessary rest breaks and weekly rest periods prescribed by legislation.

## 5 Charges

5.1 The Company shall notify the Client of its hourly charge for the Worker. The Company may agree scale rates with the Client by reference to job grades or where there is no scale the hourly charge shall be notified on a per job basis. The Client shall pay the Company the charge for hours worked and for agreed travel and other expenses (or, where there is no agreement, the full amount in respect of reasonable expenses). The Client shall pay VAT where it is properly chargeable. The Company reserves the right to require payment in advance of the Assignment.

5.2 Invoices will be raised by the Company in respect of each full or partial working week during any Assignment. The Client agrees to pay such invoices in full within seven days after the date of each invoice without deduction, set off or counterclaim.

5.3 The Company reserves the right to charge interest on invoiced fees overdue by more than seven days at the rate of 2.5% of invoice value for each period of 30 days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after any court judgment.

5.4 Any breach of this Condition 6 shall entitle the Company, without prejudice to any other rights or remedies which it may have, to terminate without prior notice (and without giving rise to any right to compensation and/or damages for the Client) each and every agreement concluded subject to these Conditions between the Company and the Client.

5.5 If the Company commences legal proceedings against the Client to recover any invoiced fees or if the Company exercises its right to terminate every agreement for the supply of Workers between it and the Client, all invoices which have been rendered by the Company to the Client shall automatically become payable forthwith.

5.6 The Client may terminate the Assignment of any Worker at any time by notifying the Company. If the Client does terminate an Assignment, the Company will attempt to supply a replacement Worker if requested to do so by the Client. Where within the first four hours of an Assignment, the Client instructs the Worker to cease work and notifies the Company that it is dissatisfied with the Worker, the Company may waive or reduce its charges in respect of those four hours. In all other cases, the Client shall be liable to pay all charges incurred for all hours worked by the Worker up to the end of any Assignment, even where the Assignment is terminated by the Client on grounds of dissatisfaction with the Worker. If the Client has expressed dissatisfaction with a Worker to the Company, the Company may share with the Worker any information which has been provided by the Client.

## 6 Timesheets

6.1 The Client shall authorise a timesheet by written signature or by e-mail no less frequently than once per week during any Assignment recording all hours worked in that week by the Worker. The Client shall authorise a timesheet on the last day of any Assignment recording all hours worked by the Worker which have not been recorded in previous timesheets.

6.2 Payments made by the Company to the Worker under Condition 7 and the Company's charges to the Client under Condition 5 will be based on proof of hours worked (which may include such timesheets) and it is the Client's obligation to ensure that they are accurate.

6.3 Timesheets authorised on behalf of the Client either by written signature or by email shall be conclusive that the hours worked have been as recorded thereon and that such work has been satisfactory.

6.4 In the absence of prior written stipulations being made by the Client concerning the identity of those authorised to bind it by authorising a timesheet, any person authorising a timesheet on behalf of the Client shall be deemed to be duly authorised to do so.

## 7 Payment of workers

7.1 As a matter of convenience, the Company will have responsibility for the payment of remuneration to the Worker, for making statutory deductions and payment of all statutory contributions in respect of Earnings Related National Insurance and the administration of Income Tax (PAYE) applicable to the Worker by law.

## 8 Exclusion and indemnity

8.1 The Company shall not be liable to the Client for any loss, injury, damage, expense or delay suffered by the Client or the Worker. This exclusion shall extend (but not be limited) to the consequences of any act, omission or failure (whether wilful, negligent, reckless, dishonest or otherwise) which takes place during the Assignment on the part of the Worker and/or the Client. The Client acknowledges that the Company's charges are set on the basis that it has no such liability.

8.2 Only the Client is in a position to assess the risks attendant upon the work to be performed during the Assignment. The Client shall insure against such risks to the Worker (and, if the Client considers it appropriate, against such risks to itself or any third party). The obligations of the Client to take out and maintain insurance shall extend (but not be limited) to employer's liability and public liability insurance and, where relevant, to fully comprehensive motor insurance. Any failure by the Client to meet its insurance obligations shall not reduce or eliminate its obligations to indemnify the Company.

8.3 The Client shall indemnify the Company and keep it indemnified against the costs and financial consequences of and occasioned by any and all claims against either of them arising from any loss, injury, damage, expense or delay suffered by the Client, the Worker or any third party as a result of any breach by the Client of any of its obligations under these Conditions or as a result of any act or omission of the Worker.

## 9 Temporary to permanent

9.1 The Company's business is the supply of workers to its Clients. The Company is entitled to an introduction fee from the Client where a Worker who has been supplied to the Client is Engaged other than through the Company within the duration of the Assignment or the Relevant Period by either the Client (whether directly or pursuant to being supplied by another employment business/agency) or any Third Party unless (in the case solely of Engagement by the Client) the Client gives at least 7 days notice prior to the Engagement of the Worker requesting an extended period of hire of 26 weeks. During the extended period of hire the Company shall continue to receive payment for the hours normally worked by the Worker during the last Assignment of the Worker with the Client (whether or not actually worked) at the rate specified under Clause 6.1 or the Client may elect to pay the introduction fee.

9.2 Where the Client is aware of an Engagement which would give rise to an entitlement to an introduction fee, the Client shall immediately notify the Company and shall negotiate with the Company with a view to agreeing a suitable introduction fee. If no agreement is reached within 14 days of the notification to the Company by the Client or the commencement of an Engagement by the Worker (whichever shall be the earlier), the introduction fee payable by the Client to the Company shall be calculated as set out in this Clause 9.

9.3 The introduction fee shall be a percentage of the Worker's projected remuneration. Remuneration shall be total gross remuneration (including the value of benefits) which would be paid for the first year of employment, or the first year of work under any non-employment contract, to include all payments related to guaranteed bonus and on target earnings. For the avoidance of doubt, where any vehicle or live-in accommodation is provided to the Worker in any new employment or Engagement, the value ascribed to each such benefit shall be no less than would increase the introduction fee by an additional £250 plus VAT. If remuneration is not readily ascertainable when the introduction fee is due, the introduction fee shall be taken to be 300 times the hourly rate at which the Worker was last supplied by the Company to the Client. In any event, the total introduction fee shall not be less than £1,000.

9.4 There is no rebate scheme for introduction fees on Engagements resulting from any Assignment even if the Engagement proves unsatisfactory to the Client. The introduction fee shall be payable within seven days of the date of an invoice by the company. It shall be calculated as follows:-

Projected remuneration	Introduction fee as % of remuneration
Under £19,999	22.5% + VAT
£20,000 - £49,999	25% + VAT
£50,000 and above	30% + VAT

## 10 Equal opportunities

10.1 The Company operates equal opportunities policies governing its dealings with employees and with Workers. Copies of those policies are available from the Company's registered office on request.

## 11 Non-transferable

11.1 No contract into which these Conditions are incorporated shall be assigned or transferred by the Client without the Company's prior written consent.

## 12 Limitation

12.1 The Client agrees that arrangements in relation to each Worker and each Assignment represent individual contracts and that the Client shall have no right of set off or counterclaim between individual arrangements. The liability of the Company to the Client in the event of any dispute arising from any arrangement made under these Conditions is limited to a sum not exceeding the sum paid to the Company by the Client pursuant to Condition 6 in relation to that arrangement.

## 13 Reasonable

13.1 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out in these Conditions are reasonable and reflected in the charges payable to the Company. The Client shall accept risk and/or insure accordingly.

## 14 Data protection

14.1 The Client agrees to process any personal data supplied by the Company about Workers only in connection with an Assignment or potential Assignment and to comply with the provisions of the Data Protection Act 1998 in relation to the processing of such data. The Company may collect, hold and process personal information about the Client for the purpose of carrying out its business of supplying Workers to the Client. The Company may disclose such personal information to its financiers or third party agencies for the purpose of obtaining a credit check on the Client. The Client hereby consents, and shall obtain all necessary consents, to the Company processing and disclosing such information for the purposes outlined above.

## 15 Third party rights

15.1 Other than associated companies of Impellam Group plc who will have the benefit of and may enforce the Conditions, the parties do not intend any of the Conditions to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 16 Jurisdiction

16.1 These Conditions and any contract into which they are incorporated shall be subject to English Law and the exclusive jurisdiction of the Courts of England.

We acknowledge that we have read and understood these General Conditions and agree to be bound by the same unless and to the extent that these are varied by Specific Terms signed by both parties indicating their agreement thereto.

Signed by a duly authorised officer for and on behalf of Client

Company Name .....

Print Name .....

Signature .....

Position .....

Date .....