

Office use only  
 Timesheet No: \_\_\_\_\_  
 W/Ending Date: \_\_\_\_\_

B	
OT1	
OT2	
OT3	
OT4	
OT5	
WTR	



Temp name \_\_\_\_\_

Client company name: \_\_\_\_\_

Company site address: \_\_\_\_\_

Tel. No. / Ext. No. \_\_\_\_\_

	Date	AWAKE HOURS				SLEEP HOURS			
		Start	Finish	Break	Total Hrs	Start	Finish	Sleep interrupt	Total Hrs
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
<b>TOTAL</b>									

**Please use 24 hour clock  
for hours entered**

**Please ensure breaks are not  
included in total hours worked**

I am an authorised representative of the Client and agree that the hours worked as shown above to be accurate and have read and accepted the Terms and Conditions of Business shown overleaf.

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PORTER MOORE LIMITED TERMS AND CONDITIONS OF BUSINESS  
(FOR THE SUPPLY OF TEMPORARY WORKERS)**

**1. DEFINITIONS**

1.1. In these Terms and Conditions of Business the following definitions apply:

“Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or introduced;

“The Employment Business” means Pertemps Porter Moore Ltd;

“Engages/Engaged/Engagement” means the engagement, employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether 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 which the Temporary Worker is an officer or employee

“Temporary Worker” means the individual who is introduced by the Employment Business to render services to the Client.

“Transfer Fee” means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Introduction Fee” means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Introduction” means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to supply a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker.

“Remuneration” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, nontaxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party. Where a company car is provided, an amount will be added to the salary in order to calculate the Employment Business’ fee.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

**2. THE CONTRACT**

2.1. These Terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker’s services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2. Any variation of these Terms and Conditions of Business in respect of rates, fees and refunds must be previously agreed in writing by a Manager of the Employment Business to be effective. All other variations must be previously agreed in writing by a Managing Director of the Employment Business to be effective.

**3. CHARGES**

3.1. The Hirer agrees to pay the Employment Business the hourly charges of the Employment Business as notified at the time of booking of the Temporary Worker for all hours or parts of any hour actually worked by the Temporary Worker. An overtime charge will be charged at 1.1/2 times the hourly charge for any hours or parts of any hour exceeding 7.1/2 hours per day from Monday to Friday inclusive and any hours worked on a Saturday shall be chargeable at the overtime charge rate of 1.1/2 times the hourly charge rate and any hours worked on any Sunday or Statutory and/or Bank Holidays shall be chargeable at double the hourly charge. The charges comprise mainly the Temporary Worker’s pay but also include the Employment Business’ commission calculated as a percentage of the Temporary Worker’s pay, employer’s National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.2. The charges are invoiced to the Client on a weekly basis and are payable within 28 days of the date of invoice. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3. Should the Client have any reasonable cause to complain to the Employment Business about a Temporary Worker within 7 hours of that Temporary Worker commencing an assignment, then the Employment Business will make no charge for the said Temporary Worker up to a maximum of 7 hours, providing that complaint is received by the Employment Business within that 7 hour period and confirmed in writing by the Client and such confirmation received by the Employment Business within 48 hours. Save as aforesaid there are no rebates payable in respect of the charges of the Employment Business.

**4. INFORMATION TO BE PROVIDED**

4.1. When making an Introduction of a Temporary Worker to the Client the Employment Business shall use best endeavours to inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

**5. TIME SHEETS**

5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign the Employment Business’ time sheet verifying the number of hours worked by the Temporary Worker during that week.

5.2. Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client 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 Temporary Worker. Failure to sign the time sheet does not absolve the Client’s obligation to pay the charges in respect of the hours worked.5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

**6. PAYMENT OF THE TEMPORARY WORKER**

6.1. The Employment Business assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

**7. TRANSFER AND INTRODUCTION FEES**

7.1. In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business within either

- The duration of the Assignment;
- 14 weeks from the start of the first Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the ‘first Assignment’ for these purposes); or
- 8 weeks from the day after the last day the Temporary Worker worked on the Assignment.

The Client shall be liable, to either:

- a) Subject to electing upon giving 7 days notice, an extended period of hire of the Temporary Worker being 13 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied; or
- b) A Transfer Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 200. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable on management charge only.

However, where the Client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

7.2. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the Client shall be liable, to either:

- a) Subject to electing upon giving 7 days notice, a period of hire of the Temporary Worker being 13 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Temporary Worker is so employed or supplied; or
- b) An Introduction Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 200. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the Client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

7.3. In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 7.1 (b) or 7.2 (b), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

7.4. If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with either 7.1 (b) or 7.2 (b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

7.5. In the event that a Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within either

- The duration of the Assignment;
- 14 weeks from the start of the first Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment shall also be considered to be the ‘first assignment’ for these purposes); or
- 8 weeks from the day after the last day the Temporary Worker worked on the Assignment: the Client shall be liable to pay a Transfer Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 200. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

7.6. In the event that there is an introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 200. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

**8. LIABILITY**

8.1. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client’s booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8.2. Temporary Workers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client’s own staff (excluding the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate Employer’s and Public Liability Insurance cover for the Temporary Worker during all Assignments.

8.3. The Client shall advise the Employment Business of any special health and

safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client 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 Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

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

8.5. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any noncompliance with clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.

**9. SPECIAL SITUATIONS**

9.1. Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Client shall advise the Employment Business as to the same in writing and, if so required, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:

- Copies of any relevant qualifications or authorisations of the Temporary Worker, and
- Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client if the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information.

9.2. Where the Employment Business supplies Temporary Workers as Drivers of Ordinary and/or “O” licensed vehicles.

- (a) The Temporary Drivers are supplied by the Employment Business on the sole understanding that the Client holds an Operators Licence within the meaning of the Transport Acts, where required.
- (b) As far as is possible, the Employment Business will check references of Temporary Drivers, and will examine driving licences and permits. Notwithstanding this the Client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licence and permits, driver’s hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic liability insurances: including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.
- (c) To assist Clients in complying with the relevant provisions of the Transport Acts, the Employment Business agrees to provide the Client upon request with such information as is available to the Employment Business about any driving assignments carried out by the Temporary Driver in the seven days immediately preceding the commencement of an assignment with the Employment Business, provided the Temporary Driver shall have worked for a Client or Employment Business during those seven days.

**10. TERMINATION**

10.1. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client’s satisfaction with the Temporary Worker’s standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:-

- a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
  - b) Within two hours for bookings of seven hours or less; And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 10.2. Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 10.3. The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

**11. LAW**

11.1. These Terms are governed by the law of England & Wales are subject to the exclusive jurisdiction of the Courts of England & Wales. Pertemps Operate an Equal Opportunities Policy

**12. FORCE MAJEURE**

12.1. Except as otherwise provided, neither party shall be obliged to perform hereunder and neither shall be deemed to be in breach if performance is prevented by (i) fire, earthquake, flood, wind, typhoon, water, act of God, riot, civil commotion, or other matter or condition of like nature, or (ii) any law, ordinance, rule, regulation or order of any public, governmental or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

**13. ASSIGNMENT**

13.1. The Client or Agency shall not without the consent in writing of the other party assign or transfer the Contract or any part, share or interest therein. No instalment or other sum of money due payable under the Contract shall be payable to any other person than the Agency.

**14. CONFIDENTIAL MATERIAL**

14.1. The Client agrees to treat the Contract as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to the Agency’s technology, or other know-how, business plans or finances or any such information relating to a subsidiary, supplier, customer or client of the Agency where the information was received during the period of the Contract and upon termination of this Contract for whatever reason the Client shall deliver up to the Agency all working papers, computer disks and tapes or other material and copies provided to or prepared by the Client pursuant either to this Contract or to any previous obligation owed to the Agency.

**15. PARTNERSHIP**

15.1. The provisions of this contract shall not be deemed to constitute a partnership between the parties.

**16. ECONOMIC AND MONETARY UNION**

16.1. A decision by the United Kingdom to join or not to join the Economic and Monetary Union will not itself cause this Agreement to be terminated or entitle one party unilaterally to vary or terminate it.

**17. THIRD PARTY RIGHTS**

17.1. No provision in this Contract is intended to or does confer upon any Third Party any benefit or right enforceable by the Third Party.