

Ashfield Personnel, Marlborough House, Warwick Road, Solihull, B91 3DA
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Client's Name	Address	
Temp Name	Type of Work	
	Assignment Number	Week Ending Date
Notes		

TO EMPLOYEE - use nearest Quarter Hour (DO **NOT** INCLUDE LUNCH BREAK)

Date Worked	Basic Hours	Overtime Hours
Monday / /		
Tuesday / /		
Wednesday / /		
Thursday / /		
Friday / /		
Saturday / /		
Sunday / /		
Total Hours Worked this Week		

NOTICE TO TEMPORARY

It is most important that all details are inserted on this timesheet UPON COMPLETION of the week's work and that it is checked and signed by you. It must then be signed where indicated by an authorised person on behalf of the client. This signed timesheet must be returned to the agency by 9am on MONDAY or we cannot guarantee your wages will be paid on time.

FOR TEMPORARY STAFF: I hereby certify that the above is a correct record of the hours I have worked and that I accept the conditions of work supplied to me.

SIGNATURE

DATE

FOR CLIENT: I hereby certify that the total hours worked as shown above are a correct record of the hours worked by the temporary worker and I accept the terms and conditions for the introduction of temporary staff overleaf.

AUTHORISED SIGNATURE

DATE

INSTRUCTION TO TEMP

RETURN TO ASHFIELD PERSONNEL BY 9AM MONDAY

CONDITIONS OF WORK (TEMPORARY WORKERS)

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1. Ashfield Personnel is hereinafter called the 'Contractor'.
2. The Contractor agrees to offer the Temporary Worker opportunities to work as and when there is a suitable assignment with a Client. The Contractor reserves the right to offer any assignment to such Temporary Workers as it may elect where that assignment is suitable for several workers.
3. Wages are calculated at an hourly rate to be agreed by the Contractor and Temporary Worker prior to each assignment (the minimum hourly rate being the National Minimum Wage) and this will be paid weekly in arrears and is subject to deductions for National Insurance. PAYE or other purpose for which by law an employer is required to make deductions.
4. The Temporary Worker is under no obligation to accept such an offer but if he/she does, he/she owes to the Contractor as the employer the normal common law duties of an employee as far as are reasonably applicable.
5. The Temporary Worker shall at all times, when services are due to a Client comply with the following conditions:
 - (a) Not to engage in any conflict detrimental to the interests of the Contractor.
 - (b) To be present during the times, or for a total number of hours during each day and/or as are required by the Contractor.
 - (c) To take all reasonable steps to safe guard his/her own safety and the safety of any other Person who may be affected by his/her actions at work.
 - (d) To afford to the Client faithful service such as would sustain a Contract of Employment.
 - (e) To comply with any disciplinary rules or obligations in force as is reasonably applicable.
 - (f) To comply with all reasonable instructions and requests within the scope of the agreed services made either by the Contractor or the Client.
 - (g) To inform the Contractor immediately if unable to honour an assignment.
6. There is no obligation by the Contractor to provide, or the Temporary Worker to serve, any normal number of hours in any day or week. In the event of any Temporary Worker declining to accept any offer of work, for any period, the Contract shall be considered not normally to involve work for such a period.
7. The Temporary Worker will be eligible for holiday pay under the Working Time Regulations 1998.
8. The Temporary Worker may be eligible for Statutory Sick Pay provided that he/she meets the relevant statutory criteria.
9. The Contractor shall be responsible for making all statutory deductions in respect of PAYE pursuant to section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make and transmitting these to the Inland Revenue.
10. The nature of Temporary Work is such that there may be periods between assignments where no work is available.
11. The Contractor may instruct the Temporary Worker to end an assignment with a client at any time.
12. A Temporary Worker having any grievance connected with the employment, or conduct of or relations with the Client or any employee of the Client, shall have the right to present the grievance to the Agency Consultant. If no conclusion satisfactory to the Temporary Worker is reached at this stage, the Temporary Worker may present the grievance for ultimate decision to the Directors.
13. All temporary assignments are terminated on the Friday of each week; if a Temporary Worker continues in an assignment for more than a week, each week is as separate assignment.

TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF

1. These Terms and Conditions of Business are between Ashfield Personnel and/or any subsidiaries or associates herein called the "COMPANY" and the Hirer, hiring the Temporary Worker hereinafter called the "CLIENT".
2. The hire or use of a member of the COMPANY'S workforce or employee supplied by the COMPANY (The Temporary Worker) shall be deemed acceptance of and agreement to these Terms and Conditions in the absence of any express or implied prior acceptance.
3. The CLIENT agrees to pay the hourly charge plus VAT of the COMPANY for the Temporary Worker advised at the time of the booking for all the hours actually worked. These charges may be varied from time to time with immediate effect. Details of charges are available on application. Travelling and other expenses as agreed with the CLIENT shall be itemised on the COMPANY invoice in addition to the hourly charges.
4. The COMPANY will endeavour to provide a Temporary Worker for the period of the booking but this cannot be guaranteed whether for all or any part of the period. The CLIENT accepts that no liability attaches to the COMPANY for not supplying a Temporary Worker for part or the whole of the period of a booking.
5. Temporary Workers are paid by the COMPANY on receipt of signed TIMESHEETS and INVOICES will be presented weekly to the CLIENT, PAYMENT IS DUE WITHIN 28 DAYS OF THE INVOICE DATE.
6. The COMPANY assumes responsibility for payment of wages, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (P.A.Y.E.) applicable to its Temporary Workers as required by law.
7. Whilst the COMPANY makes every effort to select Temporary Workers which it considers are likely to be suitable to the CLIENTS needs in accordance with booking details NO LIABILITY will be accepted by the COMPANY for any loss, expense, damage, or delay arising from any negligence, dishonesty, misconduct or lack of skill of the Temporary Workers provided.
8. The CLIENT undertakes to supervise the Temporary Worker(s) assigned to the CLIENT sufficiently to ensure to the CLIENTS satisfaction reasonable standards or workmanship but if the services of the Temporary Worker are unsatisfactory the COMPANY may reduce or cancel the charges for the time worked by the Temporary Worker, provided that:-
 - (a) Notification is received within 4 hours of the commencement of duties or within 2 hours for 7 hours or less which must be confirmed in writing within 48 hours.
 - (b) The Temporary Worker leaves the assignment immediately.
9. Temporary Workers provided by the COMPANY are deemed to be under the direction and control of the CLIENT from the time the Temporary Worker reports to take up duties and for the duration of the assignment and the CLIENT agrees to be responsible for all acts, errors and omissions of the Temporary Worker be they wilful negligent or otherwise as though the Temporary Worker were on the CLIENTS payroll and was the CLIENT'S servant.
10. The CLIENT accepts responsibilities in respect of all statutes, bye-laws and legal requirements to which the CLIENT is ordinarily subject in respect of the CLIENTS own staff with particular reference to the Health and Safety at Work Act 1974.
11. The CLIENT accepts responsibility for adequately insuring all Temporary Workers supplied by the COMPANY against all Employer's Liabilities and Third Party risks arising during, or related to the supply of Temporary Workers to the CLIENT.
12. Overtime will be charged for hours worked each day in excess of 7.5 hours at the premium of 33.1/3 (1.1/3 times) between Mondays and Fridays. Saturday:- all hours at 50% premium (1.1/2 times). Sundays and Bank Holidays - all hours at 100% premium (2 times). Unless agreed otherwise by the COMPANY and the CLIENT at time of booking.
13. In the event of a member of the COMPANY'S Temporary Staff being engaged on a permanent or Temporary basis, either during or within six months of a temporary assignment by the CLIENT, or if the CLIENT introduces any such person to another employer resulting in an engagement on a permanent or temporary basis that employer (which the CLIENT shall immediately notify to the COMPANY) the COMPANY'S Terms and Conditions of Business for the introduction of STAFF to be employed by CLIENTS (PERMANENT STAFF) are deemed accepted by the CLIENT.
14. In the event that a member of the COMPANY'S temporary workforce is engaged by the CLIENT within 6 months of the introduction no refund of the introduction fee will be paid in the event that the engagement subsequently terminates.