



# RESOURCING SPECIALISTS

## TIMESHEET

Name:	Payroll No:						
Assignment Details:	W/E Date:						
Full Co. Name:	Standard Hours per week:						
Address:	Invoice Address (if different)						
Start Date:							
Hours:	MON	TUES	WEDS	THUR	FRI	SAT/SUN	TOTAL
Contact Name:							
<p><b>NOTES TO TEMPORARY</b> Timesheet must be handed in by 4pm Friday - No Timesheet - No pay. Please sign to show hours worked are correct and acceptance of conditions as outlined on pink copy and detailed on the Temporaries Information Sheet.</p> <p>Signature of Temp .....</p>	Hrs in Words ..... Date .....						
	Manager Name ..... Req. Next Week YES/NO						
	Signature .....						
The hours worked above were carried out to my satisfaction and the invoice will be paid within 7 days of the above date. I have retained my copy with your T.O.B.							





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TEMP COPY

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Pay: £



**CLIENT CONTRACT** - These terms are between OPR Limited (called the company) and the client of the company (called the client) and are deemed acceptable by virtue of an interview, or an engagement, which includes employment or use, whether under a contract of service or services of a permanent candidate or temporary worker introduced by the company.

#### Introduction of Permanent Staff

- The client shall agree to notify the Company immediately an engagement is accepted and pay the fee of the Company within 14 days of the commencement of employment.
- The fee payable to the Company by the client is calculated on the annual commencing gross taxable pay and emoluments (including but not by way of limitation a motor car) payable by the client to the candidate, as set out in the scale of fees.

Scale of Fees:	Total Annual Salary	% Charges
	Up to £25,000	20%
	Over £25,001	25%
	Over £30,001	30%

All fees are subject to VAT at the current rate

- Providing that the company's fees are paid in full and in accordance with clause 1 and 2 and the client notifies the company in writing within 7 days of termination of engagement the following scale of refunds may apply:

Scale of Refunds Termination -		
In Weeks 1 and 2	100%	less £100 admin fee
Termination in Week 3	70%	
Termination in Week 4	60%	
Termination in Week 5	50%	
Termination in Week 6	40%	
Termination in Week 7	30%	
Termination in Week 8	20%	
Termination in Weeks 9 -12	10%	

- Should the client or any subsidiary or associated Company of the client or successor to the client's business subsequently re-engage the candidate within a six month period from the date of termination, a full fee will become payable as set out above. The passing on of an introduction to another employer which results in an engagement (be it on a permanent, temporary or contract basis) renders the client liable for payment of the Company's fees as set out above.
- A full fee will be charged to the client for any engagement made as a consequence of or resulting from an application to the Company, even though the introduction is made indirectly.
- Should a temporary worker be engaged directly or indirectly after being introduced by the Company during or after the temporary engagement the client will notify the Company and pay the full fee as set out above.
- The Company makes every reasonable effort to ensure the suitability of Permanent candidates and Temporary workers selected on behalf of the client, but is not required to establish references and does not accept responsibility for any loss, expense, damage or delay however occasioned including without prejudice to the generality of the foregoing loss of profits or for any injury to persons arising directly or indirectly from any act or omission of any candidate introduced by the Company, even if such act or omission is negligent or fraudulent or reveals dishonesty. The client is responsible for taking up references (but not before any permanent candidate has accepted in writing any offer of engagement) concerning a candidates skills, qualifications and general integrity, obtaining work permits and satisfying any medical requirements or qualifications as required by law.
- The Client shall be responsible for all costs incurred by the Company in the recovery of unpaid fees including administrative costs of and occasioned by the recovery process at the rate of £25.00 per hour and the Company's legal costs payable to solicitors acting on behalf at the rate which the Company is required to pay those solicitors and shall be payable to the Company under this agreement as an indemnity and on the indemnity basis. Such costs will be claimed and itemised in

any Court proceedings.

#### Supply of Temporary Workers

- The client agrees to pay the hourly charge of the Company for all hours worked by the Temporary and to sign a timesheet confirming the hours worked. By signing the timesheet the Client agrees that the hours indicated on the timesheet have been satisfactorily worked. Travel ling, hotel or other expenses as may be agreed shall be itemised on the Company's invoice in addition to this charge. The hourly charge will be those in force at the time of the assignment and may be varied from time to time with immediate effect. The charges largely represent wages paid to the Temporary by the Company. Details of charges are available on application and are calculated on an hourly basis at rates varying to skilled requirements of the task and the number of hours required in any one week. A surcharge will normally be applied when bookings are received for a period of less than eight hours. All charges are subject to VAT at the current rate.
- The Company Charges will be invoiced weekly and are payable within seven days of invoice. A surcharge will be incurred by the client of 8% for each period of seven days delayed payment.
- The Client shall be responsible for all costs incurred by the Company in the recovery of unpaid fees including administrative costs of and occasioned by the recovery process at the rate of £25.00 per hour and the Company's legal costs payable to solicitors acting on behalf at the rate which the Company is required to pay those solicitors and shall be payable to the Company under this agreement as an indemnity and on the indemnity basis. Such costs will be claimed and itemised in any Court proceedings.
- The Company assumes responsibility for the Payment of Wages, Deductions and Payment of all Statutory Contributions in respect of Earnings Related Insurance and the Administration of Schedule E Income Tax (P.A.Y.E.) where applicable to the Temporary as required by law.
- The employment or use by a client of a Temporary or former Temporary introduced by the Company whether for a definite or indefinite period, or the introduction by the Client of a Temporary or former temporary to other Employers with resulting engagement renders the Client subject to the payment of an introduction fee calculated in accordance with our permanent fees provided the engagement takes place within six months from the termination of any temporary assignment. No refund of the Introduction Fee will be made by the Company to the Client in the event of the subsequent termination of such engagement. Where the Client is unable or unwilling to inform the Company of the salary of the relevant Temporary, the Client shall pay the company an introduction fee calculated by taking the highest hourly charge payable by the Client to the Company within six months prior to the engagement of the candidate, the hourly rate will be multiplied by 37 (weekly hours), then multiplied by 46 to give an annual salary estimate as required in Introduction of Permanent Staff, 2, at the time of commencement of employment with the client or any such other person or body as previously referred to in these terms.
- Whilst every effort is made by the Company to maintain a reliable service and give satisfaction to the Client ensuring reasonable standards of skill, integrity and reliability from the Temporary, the company accepts no liability for any loss, expense, damage or delay arising from the failure to provide any particular Temporary for all or part of the booking or from negligence, dishonesty, misconduct or lack of skill of the Temporary provided.
- Temporaries provided by the Company are provided under contracts for service and are deemed to be under the direction and control of the Client from the time the Temporary reports to take up duties and for the duration of the assignment. The client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise as though the Temporary were on the Payroll of the Client and the Client will in all respects comply with all statutes, bye-laws and legal requirements to which the Client is ordinarily subject in respect of the Clients own staff, but excluding the matters specifically mentioned in paragraph 3
- The Client undertakes to supervise the Temporary assigned to him, but if the services of a Temporary prove to be unsatisfactory, the company may reduce the charge for the time worked by that Temporary provided that the Temporary leaves the assignment immediately and notification, which must be confirmed in writing, is received within four hours of the Temporary engagement.
- The Client shall indemnify the Company against any claims or liability incurred by the Company arising out of the introduction of the Temporary Worker to the Client.

## TEMP CONTRACT

## STANDARD CONDITIONS OF ENGAGEMENT FOR TEMPORARY WORKERS (EXCLUDING TEMPORARY SHORT SERVICE LARGE GOODS VEHICLE DRIVERS)

In these Conditions:

- 1 "Assignment" means the assignment of the Temporary Worker to a client as detailed on the Timesheet
- "Client" means the company firm or individual to whom the Temporary Worker provides services under the Assignment
- 1 "Contractor" OPR Limited.
- "Job Description" means the type of work the Contractor and Temporary Worker have agreed will be provided to the Client as detailed on the Timesheet
- "Temporary Worker" means the operator identified overleaf
- "Timesheet" means the weekly timesheet submitted by the Temporary Worker to the Contractor for each Assignment
- 2 2.1 The Contract for Service commences on the date specified on the weekly Timesheet and terminates on the Friday of the same week or on cessation of supply of service, for whatever reason, if sooner. In the event of the Temporary Worker declining to accept any offer of work or not attending work for any reason, no contract shall exist between the Contractor and the Temporary Worker.
- 2.2 For the avoidance of doubt, these Conditions shall not give rise to a Contract of Employment between the Contractor and the Temporary Worker.
- 2.3 Employment under this contract is not continuous with any previous employment with any other contractor.
- 3 3.1 The Contractor agrees to offer to the Temporary Worker, as per the Job Description where there is a suitable assignment with a Client for the supply of such work. 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.
- 3.2 The Temporary Worker is under no obligation to accept such an offer but if he/she does so he/she is deemed to owe to the Contractor the normal common law duties of an employee as far as they are reasonably applicable.
- 3.3 The Contractor shall pay to the Temporary Worker wages calculated on an hourly rate which in accordance with the scale stated on the Timesheet to be paid fortnightly, subject to deductions for the purpose of National Insurance, PAYE, or any other purpose for which an employer is by law required to make deductions.
- 4 All payments to the Temporary Worker will be made by cheque or BACS. Cheques may be encashed at certain bank branches only after being countersigned on the reverse by one of the Contractor's duly authorised representatives. Once countersigned, a cheque cannot be reissued by the Contractor if lost or stolen.
- 5 The Temporary Worker shall at all times when services are due to a Client comply with the following conditions:
- 5.1 Not to engage in any conduct detrimental to the interests of the Contractor or the Client;
- 5.2 To be present during the times, or for the total number of hours during each day and/or week as are required by the Client;
- 5.3 To afford the Client faithful service such as would sustain a Contract of Employment;
- 5.4 To take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by his/her actions at work;
- 5.5 To comply with any disciplinary rules, health and safety guidelines or obligations in force at the premises where services are performed to the extent that they are reasonably applicable;
- 5.6 To comply with all reasonable instructions and requests within the scope of the agreed services made either by the Contractor or the Client.
- 5.7 To comply with the regulation laid down by the Working Time Regulation 1998.
- 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 the Temporary Worker declining to accept any offer of work, for any period, the Temporary Worker will be considered as not working throughout that period.
- 7 In the event that the Client makes deductions in the fees paid to the Agency as a direct result of the conduct of the Temporary Worker such deductions may be deducted from payments made by the Agency to the Temporary Worker. Such conduct shall include, but shall not be limited to, unauthorised use of office equipment of the Client including telephones and photocopiers and personal use of stationery belonging to the Client.
- 8 The Temporary Worker is entitled to 28 days annual leave pro rata per year, which may include Bank Holidays.
- 9 The amount of holiday pay the Temporary Worker will receive in respect of periods of annual leave during the course of an assignment will be determined on how much holiday has been accrued and calculated on an average of the total pay received over the previous 52 weeks.
- 10 If the Temporary Worker has not taken their accrued holiday entitlement by the time they leave our employment they will be paid for this "untaken holiday" as a one off payment (known as "Payment in Lieu").
- 11 The Contractor provides a work place pension to those who are eligible
- 12 The Temporary Worker may be entitled to SSP provided that they meet the relevant statutory criteria and advise OPR of their sickness on the first qualifying day. Evidence must be provided by way of a self-certificate SC2 form for the 1st 7 days and a doctor's note thereafter.
- 13 The Temporary Worker may be entitled to SMP provided that they meet the relevant statutory criteria.
- 14 The Contractor and Temporary Worker agree that the nature of temporary work is such that there may be periods between assignments when no work is available.
- 15 The Contractor may instruct the Temporary Worker to end an assignment with a Client at any time.
- 16 Following a decision to end an assignment of the Temporary Worker, he/she shall have the right to request a review of the decision by the Branch Manager.
- 17 A Temporary Worker having any grievance with the employment or the conduct of or relations with the Client or any employee of the Client shall have the right to present the grievance to the Manager of the branch of the Contractor through which the Temporary Worker is offered work. 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 Area Supervisor/Director.
- 18 These Standard Conditions apply to all assignments for Temporary Workers, unless stated otherwise in writing and signed by a Director of the Company, for variable details, dates, pay place of work etc these will be stated on the weekly Timesheet.