

Client Name:

Site Address:

Timesheets must not be photocopied or re-used as the individual numbers on each timesheet can only be input once.

WEEK ENDING DATE:

 - -

Randstad CPE operates a Saturday to Friday working week and all temps are paid a week in arrears.

CLIENT TO COMPLETE TOTAL HOURS (EXCLUDING BREAKS) AND INITIAL ANY ALTERATIONS

NAME	TRADE	Sat	Sun	Mon	Tues	Wed	Thur	Fri	TOTAL HOURS
1		Start							
		Finish							
2		Start							
		Finish							
3		Start							
		Finish							
4		Start							
		Finish							
5		Start							
		Finish							
6		Start							
		Finish							
7		Start							
		Finish							

I certify that the temporary worker has satisfactorily completed the total hours worked after any breaks taken and is due any expenses or other costs indicated above. I agree to comply with the Terms & Conditions of Business detailed on the reverse of our copy and confirm that I am authorised to approve this timesheet for payment.

NETWORK RAIL PROJECTS ONLY: if excess hours worked please state reason:

Comments

Client's Signature

Print Name

Date

White Copy - Randstad CPE Copy Yellow Copy - Client Copy

Order Number

For Office Use - Consultant Check

Breaks Deducted

Signatory

Hours Correctly Totalled

Invoice Details

Terms & Conditions of Business - For the Supply of Temporary Workers

1. Interpretation

In these Conditions, the following terms have the following meanings:-

- a) Assignment: the period during which the Temporary Worker is supplied to render services to the Client;
- b) Client: the person, firm or company to whom the Temporary Worker is supplied by the Company, together with a holding company or subsidiary of the Client (as defined in Section 1160 of the Companies Act 2006) or an associated company of the Client (as defined in Section 416 of the Income and Corporation Taxes Act 1988);
- c) Company: Randstad CPE Limited (company number 1275025) whose address for correspondence is Second Floor, Forum Four, Parkway, Solent Business Park Whiteley, Fareham PO15 7AD;
- d) Contract: a contract between the Company and the Client for the supply of the Temporary Worker to the Client incorporating these Conditions and any Special Conditions;
- e) Extended Hire Period: 26 weeks;
- f) Introduction: the provision of information to the Client by the Company identifying a Temporary Worker with a view to the Temporary Worker commencing an Assignment.
- g) Regulations: the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended;
- h) Relevant Period: the Relevant Period shall be the later of:
 - (i) eight weeks commencing on the day after the day upon which the Temporary Worker last worked for the Client having been supplied by the Company; or
 - (ii) fourteen weeks commencing on the first day upon which the Temporary Worker worked for the Client pursuant to an Assignment with the Client. (In respect of multiple Assignments, if there is a period of more than 42 days between Assignments, the Relevant Period shall commence on the first day of the Assignment following such period between Assignments);
- i) Special Conditions: all specific conditions relating to the Contract for the supply of a Temporary Worker or the availability of that Temporary Worker to the Client and set out in the Company's written order acknowledgement or otherwise by written agreement between the parties;
- j) Temporary Worker: the worker (including, where appropriate, a limited company) introduced by the Company to the Client pursuant to the contract; and
- k) Transfer Fee: the Transfer Fee defined in the Special Conditions and in accordance with Regulation 10 of the Regulations.

2. The Contract

- a) Each supply of a Temporary Worker shall constitute a separate Contract incorporating these Conditions, the Scale of Fees, and any applicable Special Conditions to the exclusion of all other terms and conditions, including those of the Client and the Contract forms the entire agreement between the parties and supersedes any previous terms and conditions of either party.
- b) In the event of a conflict between these Conditions and the Special Conditions, the Special Conditions shall prevail.
- c) No variation to these conditions shall be valid unless agreed by a director of the Company and the Client and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- d) The Client agrees that upon the Company providing details of a potential Temporary Worker, the Company shall be given priority over any duplicated applications by or on behalf of the same potential Temporary Worker. Should the Client receive a duplicated application, the Client shall not receive services from that Temporary Worker outside of this Agreement without the written permission of the Company.

3. Quotations, Orders and Acceptance of Contract

- a) Any quotation provided by the Company in relation to the supply of a Temporary Worker to the Client does not constitute a contractual offer by the Company to do so.
- b) An acceptance by the Client of the terms of a quotation shall constitute an offer by the Client to accept the supply of the Temporary Worker for interview, for hire or to be engaged as the case may be.
- c) No Contract shall come into existence until the Company issues a written order acknowledgement to the Client or, if earlier, the Company introduces the Temporary Worker who is subsequently hired or engaged by the Client.

4. Prices

- a) Rates to be paid by the Client in relation to the supply of the Temporary Worker are as set out in the Special Conditions and exclude Value Added Tax and CITB levy.
- b) For short term Contracts of less than 7 hours, a minimum charge of 7 hours will apply at the hourly rate applicable to the Temporary Worker supplied.
- c) There are no refunds or rebates available in respect of the charges of the Company other than those set out in Condition 12 below.

5. Payment

- a) The Client shall pay all invoices to the Company within 14 days of the invoice date.
- b) The Company may send invoices to the Client every 7 days and these will include:-
 - (i) an itemised breakdown of the hours worked by the Temporary Worker together with travel, accommodation and other expenses incurred by the Temporary Worker; and
 - (ii) a signed copy of the relevant weekly time sheet of the Temporary Worker.
- c) The Client shall make no deduction of any type from payments due to the Company, other than deductions which the Client is required by law to make.
- d) Time for payment shall be of the essence and failure to pay on time shall entitle the Company, without prejudice to its other rights, to:
 - (i) suspend the supply of the Temporary Worker; and
 - (ii) immediately terminate the Contract.
- e) All invoices are due for payment within 14 days of the invoice date. Any invoice outstanding beyond this period may be referred to a debt collection agency and if so referred will be subject to a surcharge of 15% plus VAT to cover collection costs. This surcharge, together with all other charges and legal fees incurred by the Company, will be charged to the Client and legally enforced.
- f) Notwithstanding the Company's rights under Conditions 5(d) and 5(e) above, the Company reserves the right to:
 - (i) charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any outstanding amounts owed by the Client; and
 - (ii) claim immediate payment of all invoices rendered, including those within the agreed payment terms, where the Client has failed to make payment of an invoice on time.
- g) The Client shall be liable to pay the Company any additional costs and expenses incurred by the Company in seeking to enforce its rights or recover any outstanding sums due under the Contract from the Client.
- h) All payments owing to the Company under the Contract shall become immediately due upon termination of the Contract, notwithstanding any other provision.

6. Time Sheets

- a) On the Monday following 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 or is completed before the end of a week, the Client shall sign the Company's time sheet verifying the number of hours worked by the Temporary Worker during that week. The Client shall be responsible for ensuring that only authorised individuals sign timesheets on its behalf and signature of the time sheet by the Client is confirmation of the number of hours worked.
- b) The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. However, if the Client is unable to sign and return to the Company a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Company in writing within two working days and shall co-operate fully and in a timely fashion with the Company to enable the Company to establish what hours were worked by the Temporary Worker.

- c) Failure to sign the Company timesheet in accordance with Condition 6(b) does not absolve the Client from its obligations to pay the hourly charges of the Company in accordance with Conditions 4 and 5 above.

7. Transfer Fee

- a) If within the Relevant Period, the Client wishes to receive services from the Temporary Worker other than through the Company, whether on a fixed term, temporary or permanent basis and whether under a contract of employment, contract for services or pursuant to an agreement with another Employment Business or any other business of which the Temporary Worker is a director, partner, officer or employee:
 - (i) where the Temporary Worker has given proper notice, in accordance with Regulation 32(9) of the Regulations, to opt-out of the Regulations, the Client shall pay the Transfer Fee to the Company; or
 - (ii) where no notice of opt-out pursuant to Regulation 32(9) of the Regulations has been given by the Temporary Worker, the Client shall elect, giving no more than 7 days written notice to the Company:
 - (1) to instruct the Company to arrange for the Temporary Worker to provide services to the Client for the Extended Hire Period on terms similar to those already contained in the Contract and being no less favourable to the Client than those which applied immediately before the Client served such notice, after which the Client may receive services directly from the Temporary Worker or through another agency without paying a Transfer Fee; or
 - (2) to pay to the Company the Transfer Fee;
- and if the Client fails to serve a written notice on the Company pursuant to Condition 7 a) (ii) (1) within 7 days of engaging, appointing or receiving services from the Temporary Worker, the Transfer Fee shall immediately become due and payable by the Client.
- b) If within the Relevant Period the Client shall have introduced the Temporary Worker to any person, firm or company, including, without limitation, any subsidiary or holding company of the Client (as defined in the Companies Act 1985) which subsequently engages, engages, appoints or receives services directly from the Temporary Worker, whether on a fixed term, temporary or permanent basis and whether under a contract of employment or contract for services then the Client shall forthwith be obliged to pay the Transfer Fee to the Company.
- c) If following the introduction of a Temporary Worker by the Company, the Assignment does not commence but the Client receives services from the Temporary Worker other than through the Company, whether on a fixed term, temporary or permanent basis and whether under a contract of employment, contract for services or pursuant to an agreement with another Employment Business or any other business of which the Temporary Worker is a director, partner, officer or employee, the Client shall pay the Transfer Fee to the Company unless the Client was already in direct contact with the Temporary Worker or had already been introduced to the Temporary Worker in respect of the same temporary role and can provide reasonable evidence of this to the Company.
- d) The Transfer Fee is calculated by applying the applicable % Charge from the scale of fees below to the Temporary Worker's gross annual charge rate. The formula used is therefore (Hourly Charge Rate x 40 hours per week x 52 weeks) x % Charge e.g. (£12 per hour x 40 x 52) = £24,960 x 17.5% = £4,368 plus VAT.
- e) The scale of fees used to calculate the Transfer Fee is:

Gross Annual Charge Rate	% Charge
£30,000 or below	17.5%
Above £30,000 and below £40,000	20%
£40,000 or above	25%

- f) For the avoidance of doubt, the Transfer Fee shall not be refundable under any circumstances whatsoever, including, without limitation, in the event that the engagement or appointment of the Temporary Worker terminates after payment. The provisions of Condition 5 above shall apply to the payment of the Transfer Fee.

8. Non-Solicitation

- a) If the Client, whether directly or indirectly, engages or receives services from any member of staff of the Company, irrespective of whether such person has been involved in the supply of services to the Client, ("the Employee") on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis whether during the term of the Employee's employment with the Company or for a period of 6 months after termination of the Employee's contract of employment with the Company, a fee will be payable by the Client to the Company which shall be calculated in accordance with the Scale of Fees.
- b) The Client hereby agrees and acknowledges that any confidential information or knowledge obtained by the Employee during his/her employment with the Company is proprietary to the Company, may be protected under the Data Protection Act 1998 and therefore may not be used by the Client, or their associates for their benefit or financial gain. Further, the Client acknowledges that any such disclosure by the Employee could result in a breach of the Employee's contract of employment with the Company.
- c) The Introduction Fee referred to in Condition 8(a) shall be paid by the Client in accordance with Condition 5.

9. Company's Obligation to the Client

- a) The Company agrees to be responsible for paying the Temporary Worker and paying all appropriate statutory deductions and taxes in relation to the Temporary Worker's pay, as required by law.
- b) The Company shall endeavour to inform the Client of the identity of the Temporary Worker, that the Temporary Worker has the required experience, training, qualifications and any authorisation required by law or a professional body to work on the Assignment, that the Temporary Worker will be employed to work under a contract for services; and that the Temporary Worker is willing to work on the Assignment, and if available, the Company shall endeavour to provide the Client with references for the Temporary Worker.
- c) The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Temporary Worker are aware of any requirements imposed by law or any professional body to enable the Temporary Worker to work in the position the Client seeks to fill.
- d) The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Temporary Worker for the Temporary Worker to work in the position the Client seeks to fill.

10. Client's Obligations to the Company

- The Client agrees at all times during the continuance of the Contract to comply with the Conditions and Special Conditions and:
- a) to pay the agreed rate in respect of the Temporary Worker in accordance with the rate specified in the Special Conditions; and
 - b) to be responsible for the direction, supervision, control, welfare and safety of the Temporary Worker; and
 - c) to carry out risk assessments in respect of any of its operations which may affect the Temporary Worker and take all practicable steps to minimise the risk to the health and safety of the Temporary Worker; and
 - d) to comply with all laws, regulations, codes of practice and other legal requirements in relation to the Temporary Worker as if the Temporary Worker was an employee of the Client, other than the matters specifically referred to in Condition 9(a), including, without limitation:
 - (i) the provision of adequate employer's and public liability insurance cover for the Temporary Worker; and
 - (ii) compliance with the Working Time Regulations 1998; and
 - (iii) compliance with the Data Protection Act 1998; and
 - (iv) the provision of all relevant information and documentation to the Temporary Worker in accordance with the Health and Safety at Work Act 1974 as amended ; and
 - (v) the reporting of any notifiable accident involving the Temporary Worker to the relevant statutory authority and providing the Company with an accident report (F2058) in this respect; and
 - (vi) the provision of First Aid at Work arrangements including sufficient equipment and qualified staff; and

- (vii) the provision of necessary and suitable welfare facilities; and
 - (viii) the provision and maintenance of suitable and sufficient emergency arrangements;
- e) where the Temporary Worker shall as part of their duties to the Client perform any driving work, to:
- (i) maintain any appropriate operators licence; and
 - (ii) be responsible for all transport operators duties, including, without limitation, maintenance and inspection of vehicles, inspections of the Temporary Worker's driving licence and permits, the issue and collection of tachographs and the monitoring of the Temporary Worker's working hours with the relevant vehicle; and
 - (iii) maintain all relevant insurances, including, without limitation, fully comprehensive vehicle insurance (which also covers the contents of the relevant vehicle); and
 - (iv) forthwith notify the Company of any accident in which the Temporary Worker is involved whilst driving a vehicle on behalf of the Client and promptly provide any requested details of any such accident
- f) not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.
- g) to provide details of the identity of the Client, the dates and likely duration of the Assignment, the services to be provided (including the location and hours to be worked, the potential health and safety risks together with the steps taken to prevent or control such risks), the training, qualifications or authorisations considered necessary or required by law or any professional body, any expenses payable, the rate payable, and notice required.
- h) to notify the Company in writing if it does not wish the Company to advertise a vacancy, failing which the Company may advertise any vacancy notified by the Client.

11. Liability

- a) While every effort is made by the Company to give satisfaction to the Client by ensuring a reasonable standard of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Company is not liable for any loss, expense, damage or delay or claim, whether direct, indirect or consequential, arising from the provision of services by the Company, for any failure to provide any Temporary Worker, or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.
- b) Temporary Workers supplied by the Company are engaged under contracts for services. They are not employees of the Company but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties 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 if the Temporary Worker was on the payroll of the Client, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- c) The Client agrees to indemnify and keep the Company indemnified, both during the continuance of the Contract and after its termination, against all losses, damages, costs and expenses however arising that the Company suffers as a result of any Assignment and/or in relation to any non-compliance and/or as a result of any breach of the Client's obligations contained in these Conditions.
- d) 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.

12. Termination

- a) 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 Company to remove the Temporary Worker. The Company may, in such circumstances, at its sole discretion, agree to such a request and reduce or cancel the charges for the time worked by that Temporary worker, or, as an alternative, provide a substitute worker for the Temporary Worker, provided that the Assignment terminates:
 - (i) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Company within 48 hours of the termination of the Assignment or
 - (ii) 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 Company within 48 hours of the termination of the Assignment.
- b) The Client, the Company or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability unless otherwise agreed in writing between the Client, the Temporary Worker and the Company.
- c) In accordance with its obligations under the Regulations, if the Company receives or obtains information which gives it reasonable grounds to believe that the Temporary Worker is unsuitable to undertake the Assignment for the Client, the Company shall, without delay, inform the Client of that information and be entitled to terminate the Temporary Worker's Assignment with the Client without prior notice and without liability.
- d) The Client shall notify the Company 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.
- e) The Client shall not be entitled to request the cancellation of the Contract or a reduction in the contract price in accordance with Condition 12(a) if the Temporary Worker has previously been supplied to the Client.

13. General Provisions

- a) For the purposes of the Regulations, the Company shall operate as an Employment Business in relation to the Client, save to the extent that the introduction of a Temporary Worker results a permanent engagement, in which case the Company shall act as an Employment Agency.
- b) Any indulgence granted by the Company to the Client and any failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Client.
- c) The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such condition or of these Conditions. In the event that any of the Conditions shall be held invalid, illegal or unreasonable, such Condition shall apply with such deletion as may be necessary to make it valid and effective.
- d) The Company may, without the consent of the Client, assign or sub-contract all or any of its rights and obligations under the Contract. The Contract is not assignable by the Client without the written consent of the Company.
- e) The Company and the Client do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- f) The Contract shall be interpreted in accordance with English Law and the English Courts shall have exclusive jurisdiction.