

REGISTRATION FORM

Personal Service Company Contractors

We categorise our temporary workers as follows: -

- ▶ PAYE Contractors – you work for us directly and we deduct Tax and National Insurance (NI), and send you a payslip each week.
- ▶ Personal Service Company – you have created your own company to provide your services through. Normally you are the only employee of the company, although sometimes there are a few workers who have joined together in your company.
- ▶ Contractor Company – we use this term where you work for an intermediate company who processes your pay, along with many others. For example it may be an umbrella company allowing you to claim expenses or a CIS Company which pays you as self employed under CIS.

If we have categorised you incorrectly please let us know as the information we need from you will be different. Please check and complete this registration form as accurately as you can to ensure we pay you correctly first time.

REGISTRATION FORM

Personal Service Company Contractors

Title: Mr / Mrs / Miss / Ms (please circle) or Other _____

Surname: _____

First Name(s): _____

Address: _____

Post Code: _____

Contacts

Home Telephone: _____

Mobile Telephone: _____

Personal Email: _____

Current Assignment

Work Telephone: _____

Work Email: _____

Construction Industry Scheme (CIS)

Job Title / Description: _____

Do you believe that your
Job fills within the scope
of CIS?

YES NO (Please tick)

Personal Service Company

Company Name: _____

Company Number: _____

Registered Address: _____

Post Code: _____

Contact Address:
(if different) _____

Post Code: _____

Date of Incorporation: _____

UTR Number: _____

VAT Number: _____

Company Bank Details

Sort Code: _____

Account Number: _____

Branch Name: _____

Please enclose copies of: -

Enclosed (please tick)

Certificate of Incorporation

VAT Certificate

Insurance

We require all independent contractors to provide their own Public Liability Insurance. This is largely as required by clients but also it is expected from a business trading in its own account. For any contractor without cover they will automatically be included on our umbrella scheme (this provides Public Liability up to £2 million and Personal Accident Cover at £4 per week. For more information please visit:

www.hillmcglynn.com/Jobseekers/FreelanceZone/UsefulDocs.aspx

	Public Liability (Required)	Employers Liability (Optional)	Professional Indemnity (Optional)
Insurer			
Policy Number			
Insured Limit (£)			
Renewal Date			

Certificate Enclosed

I confirm that the information I have provided is accurate and complete and that I will notify Hill McGlynn of any matter which may affect my ability to carry out the services or which Hill McGlynn or their Client may consider relevant in assessing my suitability to carry out a temporary assignment. I understand that Hill McGlynn is required, by law, to disclose any relevant information to a Client before and during my temporary assignment.

I consent to Hill McGlynn processing my personal data, including any sensitive personal data which I may have provided, and understand that this information may be disclosed to other Randstad Group companies from time to time for the purpose of providing services to me.

Sign: _____ Date: _____

DATED: 21-Sep-09

HILL MCGLYNN & ASSOCIATES LTD AND SUBSIDIARY COMPANIES (1)

AND

(2)

CONTRACT FOR SERVICES

CONTRACTORS

“Force Majeure” means fire, storm, tempest, inclement weather, war, hostilities, rebellion, insurrection, military or usurped power, civil war, labour lock-outs, strikes and other industrial disputes, riots, commotion, disorder, decree of Government, non-availability of labour, materials or equipment, unforeseen or hidden physical features within the site or any other cause or circumstance which adversely affects the performance of the terms and provisions of the Contract and which is outside the control of the parties to the Contract;

“Intellectual Property Rights” means any and all present and future copyrights, registered designs, patents, trade marks, service marks, design rights, whether registered or unregistered, applications for any of the above, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world;

“Location(s)” means the location(s) at which the client requires the Services to be supplied, as set out in the Assignment schedule.

“Losses” means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees, charges and such items arising out of or resulting from actions, proceedings, claims and demands;

“Services” means the Services defined in the Assignment Schedule.

“Tax(es)” means all PAYE, VAT and Corporation Taxes which the Supplier or Consultant may be liable to pay to the appropriate authorities in connection to payments made under this agreement and shall be deemed to include any similar liabilities incurred in jurisdictions outside the United Kingdom.

“Work Results” means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Services

- 1.2. Each term starting with a capital letter and not defined in Clause 1.1 or elsewhere in this Agreement is as defined in the Assignment Schedule.
- 1.3. Any reference, express or implied, to an enactment includes a reference to the enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment, whether before or after the date of this agreement, under it from time to time.
- 1.4. Where the context permits, words denoting:
 - 1.4.1. persons shall include bodies corporate and unincorporated associations of persons
 - 1.4.2. the singular includes the plural and vice versa; and
 - 1.4.3. one gender shall include any gender.
- 1.5. The headings in this Agreement are for ease of reference only and do not affect its interpretation.
- 1.6. Any reference in this Agreement to a Clause is, unless otherwise stated, to a clause of this Agreement.

2. SUPPLIERS OBLIGATIONS

- 2.1. The Supplier shall:
 - 2.1.1. use reasonable care and skill in supplying the Services;
 - 2.1.2. deliver completed timesheets weekly, in a form approved by the Group, to an authorised representative of the Client for signing and return the same to the Group and the Supplier;

- 2.1.2.1. acknowledges that failure by the Supplier to deliver and return any timesheet may delay payment to the Supplier while the Group makes enquiries to verify the hours worked;
- 2.1.2.2. agrees that failure by the Supplier to deliver and return any timesheet shall constitute a breach of this Agreement entitling the Group to terminate the Agreement and claim damages against the Supplier for any Losses suffered or incurred by the Group;
- 2.1.2.3. acknowledges that it could be a criminal offence for the Supplier or the Consultant to falsify any timesheet, for example by claiming that the Services were supplied for hours for which they were not in fact supplied;
- 2.1.3. supply the Services in accordance with Best Industry Practice, at all times taking responsibility for the way in which the services are performed;
- 2.1.4. at all times comply with the Group's and the Client's health & safety, site and security regulations and current health, safety and environmental legislation;
- 2.1.5. not engage in any conduct detrimental to the interests of the Group or the Client, including, without limitation, any conduct likely to bring the Group or the Client into disrepute.
- 2.1.6. give reasonable notice to the Group and the Client of any period of absence during which the Supplier will not be providing the Services.
- 2.1.7. maintain Public Liability insurance of no less than £2,000,000 in connection with the Services and supply the Group with evidence of cover on request. In the absence of satisfactory evidence of such insurance, the Group may include the Supplier within the Group's temporary policy coverage and invoice the costs to the Supplier or set off the costs against any monies owing to the Supplier;
- 2.1.8. supply to the Group copies of any relevant qualifications, professional memberships or authorisations that the Supplier and/or the Consultant is required by law or any professional body to have in order to provide the Services to the Client;
- 2.1.9. where necessary, provide at its own cost all such equipment and training for the Consultant as is reasonably required for the adequate performance of the Services;
- 2.1.10. not without the prior written consent of the Group or the Client accept any consultancy, employment, directorship, or other position or engagement which would or may, in the reasonable opinion of the Group or the Client, compromise or create a conflict of interest with its obligations under this Agreement;
- 2.1.11. indemnify the Group against all losses incurred by the Group arising out of any negligent, wrongful or fraudulent act or omission of the Supplier or the Consultant; and
- 2.1.12. procure that all Consultants comply with the provisions of Clauses 2, 4, 5, 6 and 8.
- 2.1.13. be responsible for paying statutory sick pay, holiday pay, statutory maternity pay, paternity pay and adoption pay to its Consultants providing the Services under this Agreement.

3. PAYMENT OF FEES

- 3.1. The Supplier shall raise invoices for the Services on a weekly basis, except where the Supplier has agreed to self-billing by the Group, in which case the Group will raise the invoice on behalf of the Supplier. Such invoices shall comply with the payment rates defined in the Assignment Schedule. Subject to the Supplier performing the Services in accordance with this Agreement, the Group shall pay the Supplier's invoices within 10 Business Days of Receipt.
- 3.2. The Supplier may only invoice for a payment rate other than the rate defined in the Assignment Schedule where the Client has notified the Group that the relevant work may be carried out at such a rate.

- 3.3. The Group shall be entitled to set off any sum it may be liable to pay the Supplier against any sum the Supplier may be or become liable to pay the Group in connection with this Agreement.
- 3.4. Unless otherwise agreed in writing, the Supplier shall not be entitled to claim from the Group or the Client any expenses incurred in connection with the performance of the Services.

4. SUPPLIER'S STATUS

- 4.1. The parties acknowledge that neither the Supplier nor the Consultant is the employee, worker, agent, partner or servant of the Group or the Client and accordingly:
 - 4.1.1. This Agreement is not an exclusive arrangement and subject to Clauses 2.1.10 and 6, if applicable, nothing in this Agreement shall prevent the Supplier or the Consultant from engaging in other consultancy or project management services or any other services for any third party.
 - 4.1.2. The Group is not obliged to put the Supplier or the Consultant forward to a Client for the provision of Services nor is the Supplier or the Consultant obliged to provide Services to the Client beyond the termination or expiry of this Agreement.
 - 4.1.3. The Supplier shall and shall procure that the Consultant shall comply with all legal and fiscal obligations of the country in which the Services are performed including but not limited to the obligations in Clause 4.4, the Working Time Regulations 1998 or local equivalent, if applicable, and any requirement to register or prove residency or immigration status.
 - 4.1.4. The Supplier shall account to the appropriate authorities for all taxes and statutory deductions including, but not limited to, National Insurance contributions and other social security levies that may become due in respect of sums paid to the Supplier or by it to the Consultant in connection with this Agreement. The Supplier shall procure that the Consultant shall also account to the appropriate authorities for all such taxes and other sums payable by the Consultant in respect of sums paid to the Consultant which relate in any way to this Agreement.
 - 4.1.5. The Supplier shall and shall procure that the Consultant shall comply with the provisions of the Asylum and Immigration Act 1996 in all relevant aspects and, if the Consultant is subject to Immigration control for the purposes of such Act, the Supplier warrants that the Consultant:
 - 4.1.5.1. has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Agreement; and
 - 4.1.5.2. is not subject to any conditions which may preclude or have an adverse effect on the provision of Services;
 - 4.1.6. The Supplier shall indemnify the Group and the Client from and against any Losses which the Group or the Client may suffer or incur as a result of:
 - 4.1.6.1. the failure of the Supplier to comply with the terms of Clauses 4.1.3, 4.1.4, or 4.1.5
 - 4.1.6.2. the Supplier or the Consultant claiming to be an employee of the Group or the Client or otherwise entitled to any rights or benefits that employees enjoy.
 - 4.1.6.3. an official, public or regulatory body or authority for any purpose regarding the Supplier or the Consultant to be an employee of the Group or the Client, or otherwise entitled to any rights or benefits that employees enjoy e.
- 4.2. The Supplier shall have reasonable autonomy in relation to determining the method of performance of the Services but in doing so it shall co-operate with the Group/Client.

CONFIDENTIALITY

- 4.3. The Supplier shall:
- 4.3.1. keep confidential all information relating to the Group's, the Client's and any Group client's business and affairs ("Confidential Information") which may become known to it in connection with the supply of the Services under this Agreement;
 - 4.3.2. not use any Confidential Information except for the purposes of performing the Services;
 - 4.3.3. not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and
 - 4.3.4. on request, return to the Group or the Client, as appropriate, all material in its or the Consultant's possession or control and belonging to the Client or the Group or containing Confidential Information.

5. PROTECTION OF THE GROUP'S BUSINESS

- 5.1. The Supplier shall not alone or jointly with another or others in any capacity and whether or not for its benefit and whether directly or indirectly, either during the term of this Agreement or for a period of three calendar months after the termination or expiry of this Agreement, enter into (or approach with a view to entering into) a similar contract of service or for services with:
- 5.1.1. the Client; or
 - 5.1.2. any member of the Client's Group; or
 - 5.1.3. any other person with whom the Supplier or the Consultant has had material contact in the course of supplying the Services in the six months prior to termination or expiry of this Agreement or during the term of this Agreement if shorter than six months.

6. TERMINATION

- 6.1. This agreement may be terminated:
- 6.1.1. at any time from the Start Date by the Supplier by written notice and with immediate effect; or
 - 6.1.2. at any time by the Group by written notice and immediate effect.
- 6.2. Termination or expiry of this Agreement shall be without prejudice to the rights of the Group and the Client arising directly or indirectly out of the acts or omissions of the Supplier or the Consultant prior to, in connection with or as a result of such termination or expiry.
- 6.3. Without prejudice to Clause 7.2 the Supplier shall indemnify the Group from and against all Losses for which the Group may be liable under the terms of its contract(s) with the Client and which arise as a direct or indirect result of the negligence of or breach of this Agreement by the Supplier or the Consultant.

7. DETAILS AND IDENTITY OF CONSULTANT

- 7.1. The Supplier warrants:
- 7.1.1. the accuracy of the information supplied to the Group in any Application Documents and pre-contractual statements;
 - 7.1.2. that the Consultant has the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law or by any professional body for the Consultant to perform the Services and this warranty shall be deemed to be breached if

the Consultant fails to have any such experience, training, qualifications or authorisations; and the Supplier shall, at the request of the Group, provide confirmation of the identity of the Consultant and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Services.

- 7.1.3. that in respect of any rail assignment, the Supplier and Consultant shall only carry out works and duties specific to their competencies held and only as endorsed and supported by the Group's Link-up Accreditation.
 - 7.1.4. that if, at any time prior to the start date or during the term of this Agreement, the Supplier has, receives or obtains any information which indicates that the Supplier or the Consultant is or may be unsuitable to perform the services for the Client, whether or not the grounds for this are reasonable, the Supplier shall pass such information to the Group immediately, and co-operate fully with any further enquiries the Group may make in connection with that information; and
 - 7.1.5. that neither the Supplier nor the Consultant is prevented by any other agreement, arrangement or restriction including, without limitation, a restriction in favour of any employment agency, employment business, previous employer or Client from fulfilling their respective obligations under this Agreement.
- 7.2. The Supplier may from time to time and shall as soon as possible after being required by the Company (acting reasonably) so to do, without prejudice to the other provisions of this Agreement, offer a suitable replacement consultant (and a requirement by the Company shall be deemed reasonable if made pursuant to notice by the Client of unsatisfactory performance of the Consultant) provided that:
- 7.2.1. the Company shall be under no obligation to accept such replacement consultant if in its or the Client's reasonable opinion such replacement is not wholly suitable (whether by reason of skills, experience, training, qualifications, authorisations or otherwise); and
 - 7.2.2. if a replacement consultant is accepted, the Supplier shall use all due diligence to ensure that handover arrangements are made and shall, at its own expense, be responsible for the handover to the replacement consultant and shall use its reasonable endeavours to procure that a suitable replacement consultant is available to perform the Services as soon as possible. If no such replacement is available within 5 Business Days after receipt by the Supplier of the Company's requirement of a replacement consultant, then the Company may terminate this Agreement by written notice with immediate effect.

8. DATA PROTECTION

- 8.1. The Supplier warrants that, in relation to this Agreement, it shall comply strictly with all provisions applicable to it under Data Protection Laws and that the Consultant has consented in writing to the Group, any other intermediary involved in supplying the services of the Supplier and the Consultant to the Client now or in the future, and the Client:
 - 8.1.1. processing the Consultant's personal data for purposes connected with the provision of the Services and pursuant to this Agreement; and
 - 8.1.2. exporting or processing the Consultant's personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.
- 8.2. The Supplier shall indemnify the Group for any Losses the Group incurs or suffers arising from any breach of the warranty obtained in Clause 9.1

9. INTELLECTUAL PROPERTY

- 9.1. The Supplier warrants, represents and undertakes to the Group that:
 - 9.1.1. it has all licenses and consents necessary to provide the Services;

- 9.1.2. it is the sole legal and beneficial owner free from any charges, liens, licenses or other encumbrances of the Intellectual Property Rights in or relating to the Work Results; and
- 9.1.3. it is entitled to assign them to the Client or the Client's Nominee pursuant to Clause 11.2 and that supply of the Services shall not infringe the Intellectual Property Rights of any person.
- 9.2. The Supplier shall indemnify the Group and the Client against all Losses incurred by the Group or the Client arising out of :
 - 9.2.1. a breach of the warranty in Clause 10.1; or
 - 9.2.2. a third party alleging infringement of its Intellectual Property Rights as a result of or in connection with the provision of the Services by the Supplier or the Consultant.
- 9.3. If the Supplier becomes aware of a matter which may give rise to any such claims or proceedings, the Supplier shall promptly notify the Group and the Client in writing, giving details of any claim or proceedings brought or threatened against the Supplier or the Consultant, make no admission relating to such claim and permit the Client to conduct all negotiations, proceedings and settlements in relation to any such claim at the Supplier's cost and expense.
- 9.4. The Supplier agrees to give the Client all reasonable assistance in connection with any such claims or proceedings.
- 9.5. In addition to the indemnities contained in this Clause 10, in the event of a claim being brought by a third party alleging infringement of Intellectual Property Rights, the Supplier shall, at the request of the Client, do all such acts and things either to render the works which are the subject of the claim non-infringing without affecting any of the Supplier's other duties and obligations under this Agreement or shall obtain a license at the Supplier's cost from the third party granting the Supplier and the Client the right to continue using them.

10. WORK RESULTS

- 10.1. The Supplier shall:
 - 10.1.1. disclose and deliver to the Client or nominee of the Client for the exclusive use and benefit of the Client or the Client's nominee, any Work Results promptly upon making, devising or discovering them;
 - 10.1.2. give all information and data in its or the Consultant's possession as to the exact mode of working or producing the Work Results to the Client or the Client's Nominee;
 - 10.1.3. give such explanations and instructions to the Client or the Client's Nominee in relation to the Work Results as may be necessary to enable them to be used properly and furnish the Client or the Client's Nominee with all necessary plans, drawings, formulae and models;
 - 10.1.4. at the request of the Client, execute and do all acts and things reasonably necessary to enable the Client or the Client's Nominee to apply for and obtain protection for the Work Results in any and all countries and to vest title to the Work Results in the Client or the Client's Nominee absolutely;
 - 10.1.5. during and at all times after termination or expiry of this Agreement, not do anything, whether by omission or commission, to affect or imperil the validity of such protection of the Work Results; and
 - 10.1.6. at the direction of the Client render all assistance within its/his power to obtain and maintain such protection or application or any extension of it.

- 10.2. The Supplier hereby assigns to the Client or the Client's Nominee all present and future Intellectual Property Rights in or relating to the Work Results including, without limitation, the right to sue for past infringements, provided that, where by prior written agreement between the Client and the Supplier it has been agreed that the Supplier or the Consultant shall retain ownership of any Intellectual Property Rights, the Supplier grants and shall procure that the Consultant shall grant to the Client or, as it directs, a transferable, royalty-free, non-exclusive, world-wide, irrevocable unlimited in time licence to use at no additional cost such Intellectual Property Rights for any purposes required at the time of delivery or in the future by the grantee.
- 10.3. The Supplier shall from time to time do all such acts and things and sign all such documents, without cost to the Group or the Client, at the request of the Client as may be necessary to perfect the assignments referred to in Clause 11.2.
- 10.4. The Supplier hereby irrevocably waives in favour of the Client and the Client's Nominees, licensees and assignees:
- 10.4.1. all moral rights and/or authorship rights worldwide; and
- 10.4.2. any rights to compensation in respect of the use of any patents or other Intellectual Property Rights
- in relation to the Work Results to the fullest extent permitted by law.

11. FORCE MAJEURE

- 11.1. If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 11.2. Notwithstanding any other provision of this Contract neither party shall be deemed to be in breach of its agreement or otherwise be liable to the other parties for any delay in performance or the non-performance of any of its obligations under this Contract to the extent that the delay or non performance is caused by the Force Majeure of which it has notified the other parties, and the time for performance of that obligation shall be extended accordingly.
- 11.3. If the Force Majeure in question prevails for a continuous period in excess of one month the parties shall enter into a bona fide discussion with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

12. GENERAL

- 12.1. This Agreement (and any undertaking from Consultant to the Group in accordance with Regulation 32(9) of the Conduct Regulations) constitutes the entire agreement between parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Group and the Supplier or the Consultant relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall (without prejudice to the rights of the Group arising prior to the Start Date in respect of prior breaches by the Supplier or the Consultant of which the Group is not aware) be deemed to have been terminated by mutual consent with effect from Start Date but so that nothing in this clause shall operate to exclude or limit the liability of any party in respect of fraud.
- 12.2. The Supplier acknowledges that, in entering this Agreement, it has not relied on any representations by the Group to the Supplier or the Consultant made before the execution of this Agreement other than those expressly set out in this Agreement.
- 12.3. The Supplier shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party or to procure that the Services are performed by any person other than the Consultant save in accordance with Clause 8.2.
- 12.4. No amendment to this Agreement is effective unless it is in writing and signed by or on behalf of each party by a person duly authorised by that party.

- 12.5. Any notice required to be given under this Agreement, including the delivery of any timesheet or invoice, shall be:
- 12.5.1. in writing signed by a person duly authorised by the sending party;
 - 12.5.2. delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at the fax number or address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement); and
 - 12.5.3. deemed to have been given and served;
 - 12.5.3.1. If delivered by hand, at the time of delivery;
 - 12.5.3.2. If sent by facsimile or email, at the time of dispatched on a Business Day before 5.30 p.m. or in any other case at 10.00 a.m on the next Business Day after the day of dispatch, unless the transmission or, within the relevant Business Day, the recipient informs the sender that the facsimile or email message was received in an incomplete or illegible form; or
 - 12.5.3.3. If sent by prepaid first class post, 48 hours from the time of posting.
- 12.6. This agreement shall be governed by and construed in all aspects in accordance English Law and the courts of England and Wales shall have exclusive jurisdiction in respect of any actions brought in respect of this agreement.
- 12.7. The restrictions contained in this Agreement are considered reasonable by the parties, but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- 12.8. If any provision or any part of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:
- 12.8.1. such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected;
 - 12.8.2. to the extent permitted by law, the provision severed under Clause 13.10.1, shall be replaced with a provision which is of similar effect but which is not illegal or unenforceable.
- 12.9. Save as set out in Clause 12.10, none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of third Parties) Act 1999 is excluded.
- 12.10. The Client shall be entitled to rely on and enforce the provisions of Clause 4.1.6 and the indemnities given by the Supplier in favor of the Client, notwithstanding that the Client is not a party to this agreement.

SIGNED by

(



)

For and on behalf of
Hill McGlynn, **the Group**

Director

SIGNED by

(

)

For and on behalf of

, **the Supplier**

Director

Guidance on the Opt-Out Notice for Limited Company Workers

The Regulations

The Conduct of Employment Agencies and Employment Businesses Regulations 2003 were introduced to protect temporary workers by:

- Restricting the transfer charges which an agency can require a client to pay if the client engages a temporary worker directly or through another agency;
- Preventing an agency from withholding payments if a temporary worker fails to submit a signed timesheet or if a client refuses to pay for unsatisfactory work;
- Controlling the terms and conditions which can be agreed between an agency and a temporary worker; and
- Specifying certain information which must be provided to a temporary worker before they commence their assignment.

Limited Company Workers

As a limited company worker, you are protected by the Regulations unless you complete and return an opt-out notice before commencing your assignment.

Although there is no obligation on you to opt out, one of the key indicators of genuine self-employment is whether or not you accept commercial risk. It is quite possible that, if you choose to remain protected by the Regulations, you will fail to show that you are genuinely self-employed and therefore fall within the scope of the IR35 rules.

Next Steps

If you want to opt out of the Regulations, please complete the attached notice and return it to us as soon as possible.

The notice is only effective if you complete and return it before commencing your temporary assignment. We therefore encourage you to return it to us as soon as possible so that we have it on file before your assignment commences.

Please remember that there is no obligation on you to opt out of the Regulations and, if you do decide to opt out, you may opt back in at any time by notifying us in writing.

IF YOU ARE UNSURE ABOUT WHETHER OR NOT YOU SHOULD OPT OUT, YOU SHOULD TAKE PROFESSIONAL ADVICE.

To be completed by the Temporary Worker:

CONSULTANT'S OPT-OUT NOTICE

This is an opt-out notice under Regulation 32(9) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Name of worker: _____ (the Consultant)

1. The Consultant intends that the Conduct of Employment Agencies and Employment Businesses Regulations 2003 will not apply to any Assignment arranged by Hill McGlynn & Associates Limited (the Agency).
2. The Consultant has freely entered into this Opt-Out notice and has been placed under no obligation to do so by the Agency.
3. The Consultant acknowledges that they may revoke this notice by notifying the Agency in writing.

_____ Signed _____ Date

If you are also a director of the limited company supplier, please complete this additional opt-out notice:

SUPPLIER'S OPT-OUT NOTICE

This is an opt-out notice under Regulation 32(9) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Company Name: _____ (the Supplier)

1. The Supplier intends that the Conduct of Employment Agencies and Employment Businesses Regulations 2003 will not apply to any Assignment arranged by Hill McGlynn & Associates Limited (the Agency).
2. The Supplier has freely entered into this Opt-Out notice and has been placed under no obligation to do so by the Agency.
3. The Supplier acknowledges that they may revoke this notice by notifying the Agency in writing.

Signed by)
)
For and on behalf of)
) Director

Candidates Company Name:

CONSENT FORM

I/We confirm my/our agreement to the self billing scheme and conditions, specifically:

- (i) I/We agree not to issue tax invoices in respect of transactions covered by the Self Billing Scheme
- (ii) I/We agree to notify Hill McGlynn & Associates Limited / Hill McGlynn Trades Ltd in the event of cancellation of my/our VAT Registration Number.
- (iii) I/We agree to notify Hill McGlynn & Associates Ltd / Hill McGlynn Trades Limited to any changes of VAT Number.

Name of Company
(Block Capitals)

Address of Company.....
(Block Capitals)

Post Code

Signature on behalf
(Block Capitals)

Tel No:

Email Address*:

Position

Date

* Please tick box if you wish your Self Billing Invoice to be emailed.

Strictly Private & Confidential

Dear Sir / Madam

PAY SPECIAL ATTENTION TO THIS NOTIFICATION, THE DOCUMENTS AND THE HEALTH AND SAFETY BOOKLET ENCLOSED.

This pack contains a range of essential details relating to your assignment and ESPECIALLY important information on Health, Safety and Welfare. The Health and Safety Booklet MUST be retained for your reference. Your Hill McGlynn consultant will go through with you to answer any questions you have.

Ensure you have COMPLETED, SIGNED and RETURNED all the FOLLOWING DOCUMENTS as applicable:

PRE EMPLOYMENT MEDICAL QUESTIONNAIRE
PPE REGISTER
THIS INDUCTION LETTER

Failure to return any of the above documents or if you breach any of the Hill McGlynn Health, & Safety policies, procedures and subsequent rules, will result in immediate termination of your contract.

Hill McGlynn & Associates Ltd are committed to the promotion of Safety, Health and Welfare for their employees, temporary workers, contractors and neighbours and therefore expect the same level of commitment from you. Only by complete compliance can you attempt to secure and maintain your health, safety and welfare.

Any further clarification can be obtained by your Hill McGlynn consultant.

YOUR NAME:

YOUR SIGNATURE:

Yours sincerely



Jason Silk MA MCIPD MIOD
HUMAN RESOURCES & HEALTH & SAFETY DIRECTOR
On behalf of Hill McGlynn

Pre-Employment Medical Questionnaire

As reasonable physical fitness is essential for you to complete your daily work activities and duties, it is important to be accurate with your answers to this questionnaire. When you declare **NO** you are accepting a degree of responsibility for your safety.

Please study and complete this list, sign the declaration at the bottom and return ASAP:

Are you currently suffering from or have suffered from any of the illnesses listed below?

- | | | | |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Heart trouble
<input type="checkbox"/> Yes <input type="checkbox"/> No | Lung disease
<input type="checkbox"/> Yes <input type="checkbox"/> No | Stomach/bowel trouble
<input type="checkbox"/> Yes <input type="checkbox"/> No | Asthma
<input type="checkbox"/> Yes <input type="checkbox"/> No |
| Jaundice/hepatitis
<input type="checkbox"/> Yes <input type="checkbox"/> No | Joint Problems
<input type="checkbox"/> Yes <input type="checkbox"/> No | Headaches/migraines
<input type="checkbox"/> Yes <input type="checkbox"/> No | HIV
<input type="checkbox"/> Yes <input type="checkbox"/> No |
| Surgical operations
<input type="checkbox"/> Yes <input type="checkbox"/> No | Skin problems
<input type="checkbox"/> Yes <input type="checkbox"/> No | Severe stress reaction
<input type="checkbox"/> Yes <input type="checkbox"/> No | Cancer
<input type="checkbox"/> Yes <input type="checkbox"/> No |
| Serious accident
<input type="checkbox"/> Yes <input type="checkbox"/> No | High blood pressure
<input type="checkbox"/> Yes <input type="checkbox"/> No | Fits/blackouts/epilepsy
<input type="checkbox"/> Yes <input type="checkbox"/> No | Allergies
<input type="checkbox"/> Yes <input type="checkbox"/> No |
| Hernia or rupture
<input type="checkbox"/> Yes <input type="checkbox"/> No | Back/neck problems
<input type="checkbox"/> Yes <input type="checkbox"/> No | Kidney/bladder disorder
<input type="checkbox"/> Yes <input type="checkbox"/> No | Diabetes
<input type="checkbox"/> Yes <input type="checkbox"/> No |
| Depression/anxiety
<input type="checkbox"/> Yes <input type="checkbox"/> No | Multiple Sclerosis
<input type="checkbox"/> Yes <input type="checkbox"/> No | Mobility problems
<input type="checkbox"/> Yes <input type="checkbox"/> No | |

- | | | |
|-----------------------------------------------------------------------------|------------------------------|-----------------------------|
| Has your employment ever been terminated on the grounds of ill health? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Are you currently taking prescribed medicine? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Are you currently under the care of a doctor or other medical professional? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Do you have difficulty with your eyesight? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes to above do you wear spectacles/contact lenses? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Do you have difficulty in correctly identifying colours? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Do you have difficulty with your hearing? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Have you used or abused drugs within the last 12 months? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Have you had any alcohol related illness during the last 12 months? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If you have answered yes to any of these questions, please give further details below. This is particularly important where you have a qualifying disability under the **Disability Discrimination Act 1995** and the **Disability Discrimination Act 2005**, as it will enable us to identify what, if any reasonable adjustments can be made.

I hereby declare that the information given is full and true to the best of my knowledge and that I will inform Hill McGlynn of any change to my health which may affect my ability to perform my ability to perform my duties.

SIGNED: _____ NAME (Print): _____ DATE: _____

Action Taken by Hill McGlynn:

SIGNED: _____ NAME (Print): _____ DATE: _____

PERSONAL PROTECTIVE EQUIPMENT (PPE)

To: All temporary workers
From: Hill McGlynn & Associates Limited
Ref: PPE Memo

- ALL TEMPORARY WORKERS ARE REQUIRED TO RETURN A SIGNED COPY OF THIS MEMO TO HILL MCGLYNN WITHOUT DELAY.
- If you are in any doubt as to the requirements of this memo please contact your Hill McGlynn consultant for clarification.
- It is essential that all temporary workers comply with Hill McGlynn policy with respect to the issue and use of PPE and that any PPE worn meets current minimum standards and requirements.

-
- I _____ (Temporary Worker) confirm that I am in possession of the PPE described below and that I will wear it in the correct manner and observe all relevant care instructions.

- ◆ **Ankle Safety Boots (as minimum)** **BS EN 345**
- ◆ **Hard Hat** **BS EN 397**
- ◆ **Hi Visibility Vest** **BS EN 471:2003**

- List any exceptions to the above along with any associated reasons here: -

- List any exceptions to the above along with any associated reasons here: -

NOTE: Any PPE issued by Hill McGlynn remains the property of Hill McGlynn and must be returned upon leaving. (Failure to do so will result in you incurring the full cost of the item)

Signed: _____

Name: _____

Date: _____

A FREELANCERS GUIDE TO PAYROLL

BBT TRANSFERRED CONTRACTORS

Please note that we will require the following documents if you are a new temporary worker:

PAYE Contractors – BBT will forward all P45's directly to us to ensure a smooth transfer to our Payroll. If we do not receive a P45 we will contact you.

Personal Service Company – if you are a temporary worker working through your own Limited Company, you must forward us a copy of the following in order for us to process your pay:-

- Company Certificate of Incorporation
- Limited Company Bank Details
- If the company is VAT registered, we will require a copy of the VAT Registration Certificate
- Public Liability Insurance Certificate – if we do not receive this, the Payroll Department will deduct £4 per week in order to cover insurance costs

Workers falling under CIS must also comply with the rules above along with supply your UTR number.

Limited Company Contractors must supply with each timesheet and invoice which clearly shows your company VAT registration number, unless on the self-billing agreement.

Contractors working through a Contractor Company should notify the Contractor Company of the change of agency from BBT to Hill McGlynn.

EXISTING TEMPORARY WORKERS

CHANGE OF TAX STATUS

If your tax status is going to change, you must inform the Payroll Department 7 days prior to the change taking effect as we will not be able to make payment under the new tax status unless we have this notice period.

HOLIDAY PAY (not applicable to Temporary Workers providing services via a Limited Company)

As a temporary worker, you are entitled to be paid holiday pay in accordance with the Working Time Regulations.

Holiday Pay will be paid to you in the form of Holiday Pay Rate which is calculated at a rate of 12.07% of your basic hourly pay rate as referred to in your letter of appointment. The Holiday Pay will be shown on your payment advice and stated as Holiday Pay. The calculation will only be applicable to the basic hours worked and will not apply to any overtime hours. (The definition of overtime hours is governed by the Client and will be detailed in your letter of appointment for the provision of temporary services).

PROCESSING YOUR PAPER TIMESHEET

1. The working week starts on a Saturday morning and ends of Friday evening as shown on your timesheet
2. All boxes on the timesheet must be filled in and must include the following information:-
 - **NAME**
 - **JOB POSITION**
 - **CLIENT COMPANY**
 - **WORK LOCATION**
 - **SUPORVISOR'S NAME**
 - **WEEK ENDING** – ie. The Friday of that week, eg. 02/10/2009 (please ensure that the year is also included)
 - **PIN NUMBER** – eg. SMI001(you won't need to put this on your first timesheet, but you will have a PIN Number on your first pay slip, please put your PIN number on all future timesheets)
 - **TEMPORARY WORKER SIGNATURE** – you must sign your timesheet to enable us to process your payment
 - **CLIENTS SIGNATURE** – only timesheets which are signed by an authorised signatory of the Client will be processed for payment
 - **DATE** – please write the date against each day worked
 - **START & FINISH TIMES** – you must enter start and finish times rather than hours worked. For night shift work, your start time will be in the Start PM box and your finish time will be in the FINISH AM box
 - **BREAKS** – if no breaks are taken during your working day, please write NB (no breaks) in the box indicated on the box in the timesheet otherwise we will deduct the standard 30 minutes per day for your break
 - **TOTAL HOURS** – please deduct breaks from the total hours worked
 - **COMMENTS** – please use the comments box to note any special payments (eg. Mileage, subsistence etc.) which must have been agreed in writing to us and the Client and the Client must initial any such items on the timesheet
3. Please do not use your timesheet to communicate other information – please write a separate letter or note (which can be sent with your timesheet) in order for us to deal with your requirement quickly and efficiently
4. When you have filled out your timesheet and the Client has signed your timesheet, the Client retains the **YELLOW** copy – please take a copy of your timesheet for your records before sending it to us
5. Please send the **WHITE** copy to the Payroll Department whose address is on the top of the timesheet

6. If you are a Limited Company Contractor you must attach your invoice to the white copy of the timesheet, unless on a self-billing agreement
7. Please do not take multiple copies of blank timesheets for future use as each timesheet has its own unique number – if you do require additional timesheets, please contact the Payroll Department and we can supply you with as many timesheets as you require

WEEKLY PAYROLL PROCEDURE

We operate a weekly payroll with the payroll running on a Wednesday afternoon.

Please either post your timesheets (address at the top of the timesheet), fax your timesheet on **F: 01489 560 071** or email a scanned copy of the timesheet to **timesheets@hillmcglynn.com**

All timesheets must be received by close of business each Tuesday in order for them to be processed and a BACS payment made to your account on Wednesday.

Candidates who use electronic timesheets must ensure that their timesheet is approved by the client by close of play on Tuesday in order for the timesheet to be processed.

Cleared funds will be in your bank account on the Friday.

Timesheets which do not reach us by close of business on Tuesday will be processed on the following week's payroll.

For weeks which contain Bank Holidays, payroll will continue as normal with the weekly payroll on the Wednesday.

National holidays of Christmas and Easter are slightly different each year and we will notify you prior to these holidays of the payroll dates around these dates.

Changes that affect your payroll, eg. New bank account details, tax status, change of address etc. must be notified in writing to us 5 working days prior to the changes taking effect.

Any expenses claimed must be approved by the Client in writing.

A Payment Advice detailing your hours paid and any deductions will be posted to you along with a new timesheet each Thursday.

If requested, we will issue you with a P45 at the end of your assignment.

Due to the volume of timesheets that we process each week, we cannot confirm receipt of individual timesheets.

Please note that due to high volumes of timesheets to process each week, the Payroll Department cannot take calls between 8am and 12pm Mon, Tues & Wed – please call after 12pm on these days. During this period, we still do receive emails and faxes.

Hill McGlynn Payroll Department

Meet the team...

Eileen Smith – Payroll Manager

Eileen has been with Hill McGlynn for 9 years and as Payroll Manager, looks after the weekly payroll for both Technical and Trades Freelance workers. Eileen also works closely with all Contractor Companies to ensure a smooth and efficient payroll service for all temporary workers.

T: 01489 560 074 E: e.smith@hillmcglynn.com

Claire Prior – Payroll Supervisor

Claire has worked in Hill McGlynn's payroll department since 2004 and supervises the day to day running of the payroll team and ensures that all work is efficient and accurate. Claire ensures that all statutory deductions are made and correct records maintained.

T: 01489 560 070 E: claire.prior@hillmcglynn.com

Aimee Powell – Senior Payroll Administrator

Aimee has been with Hill McGlynn for 7 years and Aimee's role ensures that all new freelance starters are set up on the payroll system correctly and that all timesheets are checked in accordance with procedures.

T: 01489 560 070 E: a.powell@hillmcglynn.com

The rest of the Payroll team...

Name & Contact	Looking after workers surnames starting with:
Jennie Cartwright Tel: 01489 560 070 E: jennie.cartwright@hillmcglynn.com	A to COS
Sue Gale Tel: 01489 560 070 E: s.gale@hillmcglynn.com	COT to HIG
Jenny Gray Tel: 01489 560 070 E: j.gray@hillmcglynn.com	HIH to MER
Charlotte Hickey T: 01489 560 070 E: charlotte.hickey@hillmcglynn.com	MEP to SCO
Catherine McGuinness T: 01489 560 070 E: catherine.mcguinness@hillmcglynn.com	SCP to Z
Gemma Wright T: 01489 560 070 E: gemma.wright@hillmcglynn.com	All Trades Candidates