

# ELiTE

Contract Services (UK) Ltd

Ambrose House, 30-33 Milton Road, Swindon SN1 5JA Tel 01793 512000 Fax 01793 521555

Client Account Name & Invoice Address	Client Account Number
Site Address	Client Order Number
Temporary Worker Name & Address	<b>TIME SHEET</b>
Job Title	Week Ending Date

## CERTIFICATE OF HOURS WORKED

	Start Time	Finish Time	Breaks	Chargeable Hours
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
<b>TOTAL HOURS TO BE CHARGED</b>				
<b>ALLOWANCES</b>				

We certify that the total hours worked are correct and we will accept and pay within seven days of the invoice date your account for the chargeable hours and any additional costs shown above at the agreed rates. We confirm that the work has been carried out satisfactorily and we agree to accept your terms and conditions of business.

Signature
-----------

Duly authorised by the client

Position
----------

Print Name
------------

Date
------

**ELITE CONTRACT SERVICES (UK) LTD**  
**TERMS & CONDITIONS FOR THE SUPPLY OF TEMPORARY WORKERS**

**DEFINITIONS**

In these Terms and Conditions the following definitions shall apply:

"Assignment" -means the period during which the Temporary Worker is engaged to render services to the client.

"the Company" – means Elite Contract Services (UK) Ltd, acting as an Employment Business and whose registered office is at Swatton Barn, Badbury, Swindon, Wiltshire, SN4 0EU, England

"Client" – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied.

"Temporary Worker" – means the party whose services are supplied by the Company to the Client, including where appropriate, a body corporate.

"Engagement" – means any employment or use of the Temporary Worker on a permanent or temporary basis, whether under a contract of service or for services; any agency, license, franchise or partnership arrangement; or any other engagement.

"Introduction" – means the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Company to search for a Temporary Worker; or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Client.

1.2 In these Terms and Conditions unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The paragraph headings in these Terms and Conditions shall be for convenience only and shall not affect the interpretation of these Terms and Conditions.

**2. THE CONTRACT**

These Terms govern the supply of the Temporary Worker's services by the Company to the Client and are deemed to be accepted by virtue of its request for, interview with or Engagement of the Temporary Worker.

No variation of these Terms and Conditions shall be valid unless approved in writing by a Director of Elite Contract Services (UK) Ltd.

Once the Client is deemed to have accepted these Terms and Conditions in connection with one Temporary Worker, the Terms and Conditions are deemed incorporated into all future agreements between the Company and the Client in connection with Temporary Workers.

Unless otherwise agreed in writing by a Director of the Company, these Terms and Conditions prevail over any terms of business or purchase conditions put forward by the Client.

The complete or partial invalidity or unenforceability of any provision herein for any single purpose shall in no way affect the validity or enforceability of such provision for any purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

**3. CHARGES**

The Client agrees to pay the hourly charges of the Company as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges are comprised mainly of the Temporary Worker's remuneration (including Holiday Pay under the Working Time Regulations 1998) but also include the Company's Fees, Employer's National Insurance Contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT is payable on the entirety of these charges.

Invoices will be raised by the Company in respect of each full or partial working week during any Assignment. The Client agrees to pay such invoices in full within 7 days of the date of each invoice without deduction, set off or counterclaim. The Company reserves the right to require payment in advance of the Assignment.

The Company reserves the right to charge interest on invoiced fees overdue by more than seven days of the date of invoice at the rate of 4% per annum above the base rate from time to time of National Westminster Bank Plc from the due date until the date of payment. In the event that the Client fails to make payment in full in accordance with these terms, the Client acknowledges that the Company will be entitled to treat the failure to make payment as evidence of the Client's insolvency for the purpose of S123 of the Insolvency Act 1986.

Any breach of this Condition 3 shall entitle the Company, without prejudice to any other rights or remedies which it may have, to terminate without prior notice (and without giving rise to any right to compensate and/or damages for the Client) each and every agreement concluded subject to these Conditions between the Company and the Client.

If the Company commences legal proceedings against the Client to recover any invoiced fees or if the Company exercises its right to terminate every agreement for the supply of Temporary Workers between it and the Client, all invoices which have been rendered by the Company to the Client shall automatically become payable forthwith.

Where the Client considers a Temporary Worker to be unsatisfactory for the work to be done, the Company may reduce or cancel the charge for the time worked by that Temporary Worker provided that the Client reports its dissatisfaction to the Company within four hours of the start of the Assignment and provided that the Temporary Worker is instructed by the Client to cease work immediately upon such a report being made.

There are no refunds or rebates payable in respect of the charges of the Employment Business

**4. TIMESHEETS**

At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less 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. In the absence of prior written stipulations being made by the Client concerning the identity of those authorised to bind it by signing a timesheet, any person signing a timesheet on behalf of the Client shall be deemed to be duly authorised to do so. The reverse of the time sheet contains these Terms and Conditions of Business and signature confirms acceptance of these Terms. The Client acknowledges the importance to the Company of the time sheets and of the contractual nature of the time sheets.

Payments made by the Company to the Temporary Worker under Condition 5 and the Company's charges to the Client under Condition 3 will be based on such timesheets and it is the Client's obligation to ensure that they are accurate.

Timesheets signed on behalf of the Client shall be conclusive that the hours worked have been as recorded thereon and that such work has been carried out satisfactorily.

In the event that the Client shall fail to sign the timesheet without good reason, the Company reserves the right to charge the Client in accordance with these Terms and Conditions for the hours worked by the Temporary Worker as recorded by the Temporary Worker on the time sheet.

**5. PAYMENT OF TEMPORARY WORKERS**

5.1 The Company assumes responsibility for payment of the Temporary Worker's remuneration (including where appropriate, Holiday Pay under the Working Time Regulations 1998) and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

**6. SUPERVISION**

6.1 The Client undertakes to the Company that it will discharge responsibility for the welfare and supervision of each Temporary Worker from the time they report to take up duties and for the duration of any assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was an employee of the Client. The Client shall also provide sufficient supervision, direction and control over the Temporary Worker throughout the Assignment to ensure a reasonable standard of performance.

6.2 The Client shall at all times discharge all statutory and common law duties which the Client may from time to time owe to the Temporary Worker or to which the Client may from time to time be subject in respect of the Temporary Worker. Without limiting the generality of the foregoing, the Client shall ensure that the Temporary Worker is provided with the necessary rest breaks and weekly rest periods prescribed by legislation.

6.3 No Worker is an employee of the Company. Each is self-employed, works via a Limited Company or is engaged by the Company under a contract for services. The Client acknowledges that the Company does not have the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Temporary Worker's work. The Client acknowledges that the Company's charges reflect this.

6.4 If the Client expects to require the services of any Temporary Worker for more than 48 hours in a single week (from Monday to Sunday), it must inform the Company by no later than Thursday of the preceding week. The Client must not instruct the Temporary Worker to perform night work until the Temporary Worker has been given a health assessment which has not shown any reason why the Temporary Worker may not do night work. If the Client is in any doubt as to the position, it should check with the Company.

6.5 The Client shall not rely on any checks done by the Company as to the suitability and qualifications of the Temporary Worker. Prior to issuing instructions to a Temporary Worker, the Client shall satisfy itself as to the Temporary Worker's suitability and qualifications to perform the relevant duties, including the operation of any machinery, equipment or vehicles. The Client shall also ensure compliance by or on behalf of the Temporary Worker during the Assignment with laws and other applicable regulations relating to the operation of any such machinery, equipment or vehicles. The Client will be responsible for any liability whatsoever which may arise there from.

**7. TEMPORARY TO PERMANENT**

7.1 The direct Engagement by the Client of a Temporary Worker introduced by the Company, or the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to either an extension of the period of hire or the payment of an introduction fee calculated in accordance with the accompanying scale of fees for permanent introductions provided that the Engagement takes place within whichever is the longer of either:

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

If there was no Assignment, within 6 months of the introduction of the Temporary Worker by the Company. Where the Client fails to inform the Company of the remuneration or where remuneration is not readily ascertainable, either a new period of hire must be agreed or the introduction fee will be calculated by multiplying the hourly charge at which the Temporary Worker was last supplied by the Company to the Client by 300.

7.2 There is no rebate scheme for introduction fees on engagements resulting from an Assignment even if the engagement proves unsatisfactory to the Client. The introduction fee shall be payable within seven days of delivery of an invoice by the Company.

7.3 There is no rebate scheme for introduction fees on engagements resulting from an Assignment even if the engagement proves unsatisfactory to the Client. The introduction fee shall be payable within seven days of delivery of an invoice by the Company.

**8. LIABILITY**

8.1 Whilst the Company will use reasonable efforts to fulfil the Client's requirements in respect of Temporary Workers, the Company shall not be liable for any loss, expense, damage, or delay arising from failure to provide suitable Temporary Workers at the time or for all or part of the period requested by the Client 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.

8.2 The Company will, subject to availability, supply a Temporary Worker to meet a booking placed by the Client. The Company has no responsibility to supply any particular person as a Temporary Worker. The Company shall have no liability to the Client arising from any failure to provide any person or any particular person as a Temporary Worker in response to any booking or any part of any booking.

8.3 The Company gives no warranties and makes no representation to the Client as to the suitability, skill, experience, knowledge, or honesty of the Temporary Worker, nor shall the Company be liable for any breach or alleged breach of such warranty or misrepresentation. The Company will provide the Client with all assistance reasonably required by the Client to form a view as to suitability of a Temporary Worker.

8.4 The Client will also comply in all aspects with all statutes including for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 5 above), including in particular the provision of adequate Employer's and Public Liability insurance cover for the Temporary Worker during all Assignments. The Client will also advise the Company of any special health and safety matters about which the Company is required to inform the Temporary Worker. The Client will assist the Company in complying with the Company's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Company and the Client will not do anything to cause the Company to be in breach of its obligations under these Regulations.

8.5 The Client is responsible for complying with the provisions of Health & Safety at Work Act 1974 and any other health and/or industrial statute and any regulations made under such Acts and the Client will be responsible for any liability, loss or damage whatsoever arising in connection with an Assignment.

8.6 The Client shall indemnify and keep indemnified the Company against all costs, claims or liabilities incurred by the Company arising out of any Assignment and / or as a result of any breach of these Terms by the Client. In the event of a court judging the Company to be liable to pay damages to the Client, pursuant to the Terms and Conditions or for any other reason, the Company's liability shall be limited to that paid by the Client to the Company in relation to that particular Temporary Worker.

**9. TERMINATION**

9.1 Any of the Client, the Company or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

9.2 Notwithstanding the termination of an Assignment, each of the provisions of these Terms and Conditions which are capable of surviving such termination shall remain in full force and effect and the Client will remain liable in relation to all sums owing and any indemnities given whilst the Temporary Worker was engaged on the Assignment.

**10. DRIVING OF VEHICLES**

10.1 Where the engagement of an Assignment involves the Temporary Worker in driving any vehicle, it shall be the Client's sole responsibility to:  
a) Ensure the said vehicle complies in all respects with all applicable legislation and is comprehensively insured to include all liability to third parties and property and liable for death or injury to the Temporary Worker.  
b) Ensure that the vehicle is safe, fully maintained and in good working order.  
c) Satisfy itself that the Temporary Worker has a suitable current licence for driving such vehicle.

**11. REASONABLE**

11.1 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the charges payable to the Company hereunder. The Client shall accept risk and/or insure accordingly.

**12. GOVERNING LAW**

12.1 These Terms and Conditions are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales (v1)