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t i m e s h e e t

Distribution of Copies: White Copy - Return to Prolaw / Pink Copy - Return to Prolaw / Yellow Copy - Retained by Client / Yellow Copy - Retained by Worker

Client Name

Name of Temporary Worker

Week-Ending Date

	File No. / Project	Description of Work	Start	Finish	Less Breaks	Hours	Mins
Mon							
Tue							
Wed							
Thu							
Fri							
Sat							
Sun							

Please ensure that time recorded is to the nearest quarter hour

Total Basic Hours

Overtime Hours

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I certify that hours have been satisfactorily worked and that the payment will be made in respect of these according to your terms and conditions of business.

I certify that I have worked the hours stated.

Client Signature	Name	Date

Temporary Worker Signature	Date

TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF SERVICES

1. These Terms and Conditions have effect between **Prolaw** ("PL") and the Client (as defined at 2 below).

2. DEFINITIONS

2.1 In these Terms and Conditions of Business the following definitions apply:

"Applicant"	means the person introduced by PL to the Client for an Engagement including any members of PL's own staff;
"Associated Employer"	has the meaning given by Section 153(4) of the Employment Protection (Consolidated) Act 1978;
"Assignment"	means the period during which the Temporary Worker is supplied to render services to the Client;
"Client"	means the person, firm or corporate body (and includes the interviewer) together with any subsidiary or associated company as defined by the Companies Act 1985 to whom or to which PL introduces an Applicant with a view to engagement and by whom or which an engagement of such an Applicant is made;
"Conduct Regulations"	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
"Details"	means the supply by PL orally or in writing (whether in electronic or in hard copy form), to the Client of any information about an Applicant, even though we may not supply the name of the Applicant, and includes (without limitation) the supply of the Applicant's date of birth, sex, geographical area of residence and, in the case of a solicitor, date of admission.
"Engagement"	means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement;
"Extended Hire Period"	means 6 months
"Introduction"	means the Client's interview of an Applicant in person or by telephone, following the Client's instruction to PL to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;
"Remuneration"	means the total gross remuneration for the first year from the date of the engagement paid or agreed to be paid to the Applicant and includes the amount or value for that year of any or all agreed: base salary, salary reviews, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the Client, a notional amount of £4000 for cars below two litres capacity and £6000 for two litres and above will be added to the salary in order to calculate PL's fee. Where a car allowance is given by the Client, PL's fee will be based on the actual amount of this allowance.
"Relevant Period"	means whichever of the following periods ends later: (a) the period of eight weeks commencing on the day after the day on which the Temporary last worked for the Client pursuant to the Engagement; or (b) the period of fourteen weeks commencing on the first day on which the Temporary first commenced the Assignment with the Client;
"Temporary Worker"	means the individual whose services are supplied by the Employment Business to the Client.

2.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

2.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

3. THE CONTRACT

3.1 These Terms govern the supply of the Temporary Worker's services by PL to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker. The interviewer warrants that he is duly authorised to agree these Terms on behalf of his firm, principal or employer.

3.2 These terms and conditions are the complete and only terms and conditions between the parties. No variation or alteration of these Terms shall be valid unless approved in writing and signed by a Director of PL.

4. CLIENT OBLIGATIONS

- (a) The Client warrants and confirms that it has given to PL sufficient information in order for PL to properly consider the suitability of the Temporary Worker, including but not limited to:
- the date on which the Client requires the Engagement to commence and the duration or likely duration of the Assignment;
 - details of the Assignment, including, but not limited to, the type of work, the location at which and the hours during which the Assignment is to be undertaken, any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
 - the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Temporary Worker to possess in order to undertake the Assignment; and
 - any expenses payable by or to the Temporary.
- (b) The Client confirms that PL has supplied it with confirmation of the following:
- the identity of the Temporary Worker;
 - that the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, to undertake the Assignment; and
 - that the Temporary Worker is willing to work in the position which the Client wishes to fill.
- (c) To the extent that PL may not have supplied the Client with confirmation as set out in Clause 4(b), the Client confirms that it is satisfied with the confirmation supplied; and the Client agrees that if the Temporary Worker fails to have the experience, training, qualifications or any authorisation which the Client considers are necessary, or which are required by law or by any professional body, PL shall have no liability to the Client in respect of this.
- (d) The Client shall:
- advise PL of all health and safety matters about which PL is required to inform the Temporary Worker and in this respect the Client acknowledges that it is responsible for taking appropriate measures to ensure the health and safety of the Temporary Worker at all times during the Assignment Period as though the Temporary Worker were an employee of the Client. For the avoidance of doubt this includes undertaking necessary risk assessments for each Temporary Worker in relation to the role for which they have been engaged and the reporting of any reportable accidents or injuries to PL and appropriate authorities;
 - assist PL in complying with its duties as imposed by relevant statutory authorities by supplying any relevant information about the Assignment requested by PL and the Client will not do anything to cause PL to be in breach of such obligations; and
 - check and sign timesheets (in a form issued and approved by PL) verifying the number of hours worked by the Temporary Worker and evidencing satisfactory performance of the services by the Temporary Worker.

5. PL OBLIGATIONS

- (a) In relation to the supply of the Temporary Worker to the Client, PL shall use its reasonable endeavours to ensure that the Temporary Worker:
- undertakes the Assignment in accordance with good industry practice which is currently applicable in that industry sector;
 - uses reasonable care and skill in undertaking an Assignment for the Client;
 - complies with the Client's reasonable requirements as may be notified by the Client to PL from time to time;
 - complies with all the Client's regulations, policies and protocols as notified by the Client to PL from time to time.

(b) Where required by law, PL will account to the relevant authorities for the deduction of all appropriate taxation required by the governing taxation authority and any other statutory deductions.

(c) PL shall undertake all checks in relation to the Temporary as required by the Conduct Regulations 2003.

6. CHARGES

6.1 The Client agrees to pay the hourly or daily charges of PL 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 or days worked by the Temporary Worker (to the nearest quarter hour for hourly workers). The charges are comprised mainly of the Temporary Worker's remuneration but also include PL's commission, 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

6.2 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. PL reserves the right to charge interest in respect of overdue invoices at the rate of 4% over the base rate from time to time of Barclays Bank plc from the due date until the date of actual payment. Interest charged will be compounded monthly on all overdue sums.

7. TIME SHEETS

7.1 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 PL's time sheet (or authorise electronically if using PL's web based timesheet) verifying the number of hours worked by the Temporary Worker during that week.

7.2 Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. If the Client disputes the hours claimed, it shall inform PL without delay and shall co-operate with PL to establish the hours worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

8. TEMPORARY WORKERS PAY

8.1 PL assumes responsibility for payment of the Temporary Worker's pay and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

9. INTRODUCTION FEES

9.1 The direct Engagement by a Client of a Temporary Worker introduced by PL, 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 the payment of an introduction fee. Our fee is either:-

20% of the APPLICANT'S REMUNERATION if it is less than £25,000,

22.5% of the APPLICANT'S REMUNERATION if it is £25,000 and over, but less than £40,000,

25% of the APPLICANT'S REMUNERATION if it is £40,000 or more,

provided that the Engagement takes place within the Relevant Period during which the Temporary Worker was last supplied, or if there was no Assignment, within 26 weeks of the introduction of the Temporary Worker by PL. Where the Client fails to inform PL of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge of PL for the Temporary Workers' services by 400. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. Or

9.2 If an Engagement occurs within the Relevant Period, the Client shall either:

(i) elect, by no more than 2 business days, notice in writing to PL, to engage PL to provide the Temporary Worker to the Client, on terms no less favourable to PL than those which applied immediately before PL received such notice (unless otherwise agreed) for the Extended Hire Period; or

(ii) pay to PL the fee as outlined in Clause 9.1 above, and no refund of the fee shall be payable if the Engagement terminates, and, if the Client has not served written notice of election on PL in accordance with these provisions, the Introduction fee shall immediately become due and payable by the Client.

(iii) if the Client engages or introduces the Temporary Worker to a third party as outlined in Clause 9.1, and that third party engages, directly or indirectly the Temporary Worker within the Relevant Period, the Client shall pay PL the Introduction fee outlined in Clause 9.1 and no refund of the Introduction fee shall be payable if any such Engagement terminates.

9.3 The Client agrees to notify PL within 2 business days of any Engagement having taken place.

10. LIABILITY

10.1 Whilst every effort is made by PL to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, PL is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

10.2 Temporary Workers are engaged by PL under contracts for services. They are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether willful, negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects 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 8 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. The Client shall also advise PL of any special health and safety matters about which PL is required to inform the Temporary Worker. The Client will assist PL in complying with PL's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by PL and the Client will not do anything to cause PL to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify PL of this requirement before the commencement of that week.

10.3 The Client shall indemnify and keep indemnified PL against any costs, claims or liabilities incurred by PL arising out of any Assignment or arising out of any non-compliance with Clause 10.2 and/or as a result of any breach of these Terms by the Client.

11. TERMINATION

11.1 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 PL to remove the Temporary Worker. PL may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -

(a) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or

(b) 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 PL within 48 hours of the termination of the Assignment.

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

11.3 The Client shall notify PL immediately and without delay and in any event within 4 hours if the Temporary Worker fails to attend work or notifies the Client that he is unable to attend work for any reason.

11.4 PL has separate terms of business for the introduction of permanent employees which are available on request.

12. LAW

12.1 These terms and conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.

These Terms and Conditions are effective from 1 June 2004 and are in substitution for all previous Terms and Conditions issued.