



International Ltd

Recruitment Specialists

Registered Office:
ROS International Ltd., ROS House,
16 Parliament Street, Hull HU1 2AP
Tel: 01482 211155 Fax: 01482211166
e-mail: info@ros.jobs
Web: www.ros.jobs

TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

TIMESHEET

Client Name: _____

Place of Work: _____

Workers Name: _____

WEEK ENDING: _____

Order No: _____

Report To: _____

Job Title: _____

DAY	START TIME	BREAKS	FINISH TIME	TOTAL HOURS LESS BREAKS	TRAVEL/ EXPENSES
SATURDAY					
SUNDAY					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					
TOTALS					

Client Authorisation:

We confirm that the above total of hours have been worked by the temporary worker and that we are satisfied with the standard of work. We agree to the ROS Terms of Business and acknowledge that should we offer permanent employment to any temporary worker introduced by ROS a fee calculated in accordance with ROS normal scale of charges for the introduction of permanent staff will become payable

Signature: _____

Name: _____

Date: _____

For office use only:

P C

Normal:

O/T 1

O/T 2

OTHER _____

Temporary Worker:

I hereby confirm that I have worked the above hours.

Any alterations to the above hours must be initialled by the Client, or they will not be accepted for payment

Signature: _____



TIMESHEETS MUST BE RECEIVED BY 1700 HOURS ON MONDAYS

- These Terms constitute the contract between the Employment Business (ROS) and the Client for the supply of the Temporary Worker's services by the Employment Business 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 or the passing of any information about the Temporary Worker to any third party following an introduction.
- The Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business these Terms prevail over any terms of business or purchase conditions put forward by the Client.
- The Client agrees to pay the hourly charge of the Employment Business advised at the time of booking of the Temporary Worker for all hours actually worked and to sign in respect thereof. Traveling, hotel or other expenses as may be agreed shall be itemised on the Employment Business's invoice in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on an hourly basis at rates varying according to the number of hours required in any one week. VAT shall be charged in addition.
- The charges are invoiced to the Client on a weekly basis and are payable within 30 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- At the end of each week of an assignment for at the end of the assignment where it is for a period of (one week or less) the Client shall sign the Employment Business' timesheet verifying the number of hours worked by the Temporary Worker during that week.
- Signature of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours. If any, were worked by the Temporary Worker. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work, the Client should apply the provisions of clause 8 below.
- The Employment Business assumes responsibility for paying of the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.
- In the event of the engagement by the Client of a Temporary Worker supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, within either:
 - The duration of the Assignment; or
 - 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
 - 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between the Employment Business and the Client.
- Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further provide them accordance with the Client' booking details, the Employment Business 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 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.
- Temporary Workers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction, and control of the Client from the time they report to take up the 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 the Temporary Worker 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, Health, and safety Act etc, 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 Working during all Assignments.
- The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying the Employment Business' duties and the Client will not do anything to cause the Employment Business 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 the Employment Business of this requirement before the commencement of that week.
- 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.
- The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 7.2 and 7.3 and/or as a result of any breach of these Terms by the Client.
- 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 Employment Business to remove the Temporary Worker.
- Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.
- No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied Terms shall apply.