



Asterley Clarke

Timesheet for Temporary Workers

Working at:

Client contact/s:

Temporary/contractor:

Week-ending date:
****Please use Friday as the week-ending date**

	Date	Total Days Worked
Saturday		
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday**		
	Total:	

It is confirmed that:

1. The days shown on this timesheet have been worked
2. We accept the terms and conditions of business as printed on the following page.
3. This signed timesheet will form the basis of an invoice payable within 30 days of the date of the invoice

Authorised client signature Position.....

Please print name Date.....



Terms and Conditions of Business for Temporary Assignments

1. Definitions

- In these Conditions the following expressions shall be given the following meanings:
- 1.1
 - 1.2 "Assignment"- the period during which a Temp performs services or carries out work for (or arranged by the Client under any one booking by or on behalf of the Client with (or arranged by) the Client under any one booking by or on behalf of the Client with ACL commencing at the time the Temp first reports to the Client to take up duties (or, if earlier the commencement of the Temp of such work or services) and ending upon the cessation by the Temp of all such work and services;
 - 1.3 "ACL"- Asterley Clarke Ltd;
 - 1.4 "the Client"- any person, company or organisation placing an order with ACL for the supply of a Temp
 - 1.5 "Temp"- any person who is supplied by ACL to the Client with a view to carrying out work or supplying services to the Client.
 - 10.1 In these Conditions words imparting the singular shall include the plural and vice versa. The paragraph headings in these conditions shall be for convenience only and shall not affect the interpretation of these conditions.

2. Impact of Conditions

- 2.1 These terms and conditions are accepted by the Client from the earliest moment when the client interviews or accepts services or employment from a Temp.
- 10.1 Any amendment to these terms and conditions must be in writing and signed by a director of ACL.

3. Supervision

- 3.1 The Client acknowledges that ACL does not have the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Temps work. The client acknowledges that ACL's charges reflect this.
- 3.2 The Client undertakes that it will discharge responsibility for the welfare and supervision of each Temp from the start of any Assignment as if that Temp was an employee of the Client. ACL acknowledges that the Client has not accepted that the Temp is its employee. Each Temp is self-employed or is engaged by ACL as under a contract for services. The Client shall however, provide sufficient supervision, direction and control over the Temp throughout the Assignment to ensure a reasonable standard of performance.
- 10.1 The Client shall at all times discharge all statutory and common law duties which the Client may from time to time owe to the Temp or to which the Client may from time to time be subject in respect of the Temp. Without limiting the generality of the foregoing, the Client shall ensure that the Temp is provided the necessary rest breaks and rest periods prescribed by legislation.

4. Charges

- 4.1 ACL shall advise the Client of its hourly charge for the Temp. The Client shall pay ACL for all hours actually worked and for agreed travel and other expenses. ACL reserves the right to require payment in advance of the Assignment.
- 4.2 Invoices will be raised by ACL in respect of hours actually worked each week during any assignment. The client agrees to pay such invoices in full within seven days after the date of each invoice without deduction, set off or counterclaim.
- 4.3 ACL reserves the right to charge interest on invoiced fees overdue by more than seven days at the rate of 2.5% of invoice value for each period of 30 days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after any court judgement.
- 4.4 Any breach of this Condition 4 shall entitle ACL, without prejudice to other rights or remedies which it may have, to terminate without prior notice (and without giving rise to any right to compensation and/or damages for the Client) each and every agreement concluded subject to these Conditions between the Company and the Client.
- 4.5 If ACL commences legal proceedings against the client to recover any invoiced fees or if ACL exercises its right to terminate every agreement for the supply of Temps between it and the Client, all invoices which have been rendered by ACL to the Client shall automatically become payable forthwith.
- 10.1 The Client may terminate the assignment of any Temp at any time. If the Client does terminate an Assignment, ACL will attempt to supply a replacement Temp if requested to do so by the Client. If the Client has expressed dissatisfaction with a Temp to ACL, ACL may share with the Temp any information that has been provided by the Client. The Client shall be liable to pay all charges incurred for actual hours worked by the Temp up to the end of the Assignment, even where the Assignment is terminated by the Client on grounds of dissatisfaction with the Temp.

5. Timesheets

- 5.1 The client shall sign a timesheet no less frequently than once per week during any assignment recording all hours actually worked in that week by the Temp. The Client shall sign a timesheet on the last day of any Assignment recording all hours worked by the Temp which have not been recorded in previous timesheets.
- 5.2 Payments made by ACL to the Temp under Condition 6 and ACL's charges to the Client under Condition 4 will be based on such timesheets and it is the Client's obligation to ensure that they are accurate.
- 5.3 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 satisfactory.
- 10.1 In the absence of prior written stipulation 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.

6. Payment of Temps

- 10.1 ACL will, as a matter of convenience, have responsibility for payment of remuneration to the Temp, for making statutory deductions and payment of all statutory deductions and payment of all statutory contributions in respect of Earnings Related National Insurance and the administration of Income Tax (PAYE) applicable to the Temp by law.

7. Exclusion and Indemnity

- 7.1 ACL shall not be liable to the Client for any loss, injury, damage, expense or delay suffered by the Client or the Temp. This exclusion shall extend (but not be limited) to the consequences of any act, omission or failure (whether wilful, negligent, reckless, dishonest, or otherwise) which takes place during the Assignment on the part of the Temp and/or the Client. The Client acknowledges that ACL's charges are set on the basis that it has no such liability.
- 7.2 Only the Client is in a position to assess the risks attendant upon the work to be performed during the Assignment. The Client shall insure against such risks to the Temp (and, if the client considers it appropriate, against such risks to itself or any third party). The obligations of the Client to take out and maintain insurance shall extend (but not be limited) to employer's liability and public liability insurance. Any failure by the Client to meet its insurance obligations shall not reduce or eliminate its obligations to indemnify ACL.
- 10.1 The client shall indemnify ACL and keep it indemnified against the costs and financial consequences of and occasioned by any and all claims against the costs and financial consequences of and occasioned by any and all claims against ACL arising from any loss, injury, damage, expense or delay suffered by the Client, the Temp or any third party as a result of any breach by the Client of any of its obligations under these Conditions as a result of any act or omission of the Temp.

8. Temporary to Permanent.

- 8.1 ACL is entitled to an introduction fee where a temp who has been supplied to the Client is engaged other than through ACL within twelve months of the termination of the Temp's Assignment with the Client by either the Client or any person, firm, company or organisation to whom or to which the Client introduces the Temp. The entitlement to an introduction fee shall not depend upon the capacity in which the Temp is engaged, or on whether the engagement or introduction is done directly or indirectly by the Client.
- 8.2 The introduction fee shall be charged at an amount equivalent to ACL's normal permanent placement fee.
- 10.1 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 the date of invoice by ACL.

9. Limitation

- 9.1 The liability of ACL to the Client in the event of any dispute concerning or under these Conditions is limited to a sum not exceeding the sum paid to ACL by the client pursuant to Condition 4 hereof.
- 10.1 The Client also agrees that arrangements in relation to each Temp and each assignment represent individual contracts and that the Client shall have no right of set off or counterclaim between individual arrangements.

10. Reasonable

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

11. Jurisdiction

- 11.1 These conditions and any contract into which they are incorporated shall be subject to English Law and the non-exclusive jurisdiction of the Courts of England.