

DK ASSOCIATES

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Nottingham
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Notes for Employer

Authorisation of this timesheet confirms the hours worked by the temporary worker. Direct engagement of a temporary worker will result in payment of an introduction fee to DK Associates. See full Terms of Business.

Company name
Site address
Report to
Hours agreed by (print)
Hours agreed by (signature)

Notes for Temporary Worker

Leave Yellow copy with the client.
Keep Pink copy for your reference.
Return White copy to DK Associates.

Temporary workers name					Week ending date (Sunday)	
Temporary workers signature					Job title	
	Date	Time Started	Time Finished	Gross Hours	Less Breaks	Hours
Mon						
Tues						
Wed						
Thurs						
Fri						
Sat						
Sun						
Total Hours (written)						Total

TEMPORARY TERMS CONDENSED

WORK SEEKERS

9. PROVISION OF INFORMATION

9.1 At the time of requesting a Work Seeker for an Assignment, the Hirer shall (except to the extent that it has already done so) provide to the Employment Business the following information:

- 9.1.1 the identity of the Hirer and the nature of its business;
- 9.1.2 the proposed date of commencement and duration of the Assignment;
- 9.1.3 the position, type of work, location and hours of the Assignment;
- 9.1.4 the experience, training, ability, qualifications and authorisation (if any) required of the Work Seeker;
- 9.1.5 any other details reasonable requested by the Employment Business.

9.2 The Hirer will assist the Employment Business in complying with the Employment Business's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Hirer requires or may require the services of a Work Seeker for more than 48 hours in any week the Hirer must notify the Employment Business of this requirement before the commencement of that week.

10. CHARGES

10.1 The Hirer agrees to pay the hourly charges of the Employment Business 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 Work Seeker (to the nearest quarter hour). The charges are comprised mainly of the Work Seekers remuneration but also include the Employment Business's commission, employers national insurance contributions and any travel, hotel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable.

11. TIME SHEETS

11.1 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 Hirer shall sign the Employment Business's time sheet verifying the number of hours (to the nearest quarter of an hour) worked by the Work Seeker during that week.

11.2 Signature of the time sheet by the Hirer indicates satisfaction with the services provided by the Work Seeker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Hirers obligation to pay the charges in respect of the hours worked.

12. REMUNERATION

The Employment Business assumes responsibility for payment of the Work Seekers remuneration and where appropriate for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Work Seeker.

13. TRANSFER FEE

13.1 The direct or indirect Engagement by a Hirer of a Work Seeker introduced by the Employment Business or the introduction by the Hirer of a Work Seeker to any third party resulting in an Engagement (or, where applicable, if the Work Seeker has become incorporated under a limited Employment Business, the Engagement by that limited Employment Business) renders the Hirer subject to the payment of a Transfer Fee calculated in accordance with clause 6.5 to statutory limitations. Where the Hirer fails to inform the Employment Business of the annual remuneration, the Transfer Fee will be calculated by multiplying the hourly charge of the Employment Business for the Work Seekers services by 200 times. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

13.2 Extended Period of Hire, where there has been a supply of a work seeker a transfer fee in temp-to-perm and temp-temp may apply. The Hirer will be given an option to have the worker supplied for a specified extended period of hire at the end of which the worker will transfer without charge instead of paying the transfer fee. Where the hirer has opted for an extended period, the transfer must take place within either 14 weeks of the start of the first assignment or within 8 weeks of the end of any assignment, whichever period ends later. The 14-week period is measured from the start of the first assignment with the hirer. Where there has been a break of more than 42 days (6 weeks) between assignments this will break the continuity for the purpose of calculating the start of the 14 week period and the later assignment will be taken as the first assignment. Where there has been a break of 42 days or less this will not trigger the start of the new 14 week period.

13.3 Where there has been a supply of a work-seeker and there is an engagement of the work-seeker by a third party to whom the client has introduced them, the Employment Business can charge a transfer fee by calculating either a 14 week period from the start of the new assignment, or within the 8 weeks of the end of any assignment, whichever period ends later.

14. HOLIDAYS

14.1 The Hirer accepts that a Work Seeker may be entitled to paid holiday in line with the Working Time Regulations.

14.2 Any holiday which the Work Seeker may be entitled to shall be taken within the holiday year of the Employment Business which runs between 1 January - 31 December.

14.3 Where the Work Seeker is entitled to paid holiday the Employment Business shall be responsible for paying the remuneration of the Work Seeker in full for that period.

15. LIABILITY

15.1 Whilst every effort is made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from Work Seekers and further providing them in accordance with the Hirers booking details the Employment Business is not reliable for any loss, expense, damage or delay arising from any failure to provide any Work Seeker for all or part of the period of the booking or from negligence, dishonesty, misconduct or lack of skill of the Work Seeker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

15.2 Work Seekers are engaged by the Employment Business under a contract of service. They are deemed to be under the supervision, direction and control of the Hirer from time to time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Work Seeker, whether willful, negligent or otherwise as though he was on the payroll of the Hirer. The Hirer 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 Hirer is ordinarily subject in respect of the Hirers own staff including in particular the provision of adequate Employers and Public Liability Insurance Cover for the Work Seeker during all Assignments.

15.3 The Hirer agrees to be responsible for the health and safety of the Work-Seeker as if the Work-Seeker were a worker directly engaged by the Hirer; and , without limiting that responsibility in any way, the Hirer shall:

15.3.1 undertake risk assessments of the activities required to be undertaken by the Work-Seeker and notify the Work-Seeker and the Employment Business immediately of any specific or potential hazards relating to the Assignment and the precautions that the Work-Seeker should take relating to that risk;

15.3.2 not allow the Work-Seeker to undertake any work that is hazardous without first undertaking the assessment and providing the notification referred to clause 15.3.1 and ensuring that the work complies with all health and safety procedures and requirements relevant to that work;

15.3.3 ensure that any equipment or vehicles provided by the Hirer for the use of the Work-Seeker are in good order, suitable and safe and compliant with all relevant regulations and safety requirements;

15.3.4 maintain adequate Employer's and Public Liability Insurance which provides cover for Work-Seekers supplied by the Hirer

15.4 The Hirer shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment and/or as a result of any breach of these Terms by a Hirer.

15.5.1 The Hirer acknowledges that the limitations and exclusions of the obligations and liabilities of the Employment Business are set out in these terms and conditions are reasonable and reflected in the fee payable to the Employment Business and the Hirer shall accept risk and/or insure accordingly.

16. TERMINATION

16.1 The Hirer undertakes to supervise the Work Seeker sufficiently to ensure the Hirers satisfaction with the Work Seekers standards of workmanship. If the Hirer reasonably considers that the services of the Work Seeker are unsatisfactory the Hirer may terminate the Assignment either by instructing the Work Seeker to leave the Assignment immediately or by directing the Employment Business to remove the Work Seeker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Work Seeker, provided that the Assignment terminates:-

16.1.1 within four hours of the Work Seeker commencing the Assignment where the booking is for more than seven hours;

16.1.2 within two hours for bookings of seven hours or less and also provided that notification of the unsuitability of the Work Seeker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

17. LAW

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.