

PLEASE FAX TIMESHEETS TO:

NORTH WEST & SOUTH: 01204 364500 MIDLANDS: 01543 230439

YORKSHIRE: 0114 278 0068

EMAIL: [info@bromak.com](mailto:info@bromak.com)



**TIMESHEETS MUST BE SIGNED BY THE CLIENT'S REPRESENTATIVE AND SENT BACK  
NO LATER THAN 5PM THE FOLLOWING MONDAY TO GUARANTEE PAYMENT BY THE FRIDAY  
TO CONFIRM TIMESHEET HAS BEEN RECEIVED PLEASE CALL YOUR LOCAL BRANCH OR THE PAYROLL DEPARTMENT ON 01204 554880**

|                           | START | LUNCH | FINISH             | TOTAL HOURS |
|---------------------------|-------|-------|--------------------|-------------|
| MONDAY                    |       |       |                    |             |
| TUESDAY                   |       |       |                    |             |
| WEDNESDAY                 |       |       |                    |             |
| THURSDAY                  |       |       |                    |             |
| FRIDAY                    |       |       |                    |             |
| SATURDAY                  |       |       |                    |             |
| SUNDAY                    |       |       |                    |             |
| CANDIDATES SIGNATURE..... |       |       | TOTAL HOURS WORKED |             |
| DATE.....                 |       |       |                    |             |

CANDIDATE NAME.....WEEK ENDING.....

COMPANY NAME.....SITE NAME.....

OFFICE / SITE ADDRESS.....

PLEASE NOTE THAT ANY UNCLEAR OR INCORRECT TIMESHEETS MAY CAUSE A DELAY IN YOUR PAYMENT.

**FOR THE CLIENT:**

**PLEASE NOTE ANY BREAKS NOT DEDUCTED WILL BE PAID. DEDUCT AS NECESSARY.**

**CLIENT NOTICE:** We certify that the above mentioned temporary worker has attended employment with us at the stated times and to our satisfaction. By signing this timesheet we agree to be bound by Bromak Ltd terms and conditions and to pay all invoices associated with this timesheet in full and within the agreed payment terms.

Signed.....Print Name.....Date.....

## 1. DEFINITIONS AND MEANINGS

1.1 In these Terms of Business the following definitions apply:

**"Assignment"** means the period during which the Contractor is supplied by the Employment Business to render services to the Client

**"Client"** the person, firm or corporate body along with any subsidiary or associated Company to whom the Contractor is supplied or introduced;

**"Contractor"** the Ltd Co introduced to the Client by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof).

**"Employment Business"** Bromak Ltd, Atria, Spa Road, Bolton, BL1 4AG

**"Engages/Engaged/Engagement"** means the engagement, employment or use of the Contractor's services or the services of any officer, employee or representative of the Contractor, directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement;

**"Introduction"** means (i) the Client's interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client's instruction to the Employment Business to supply a Contractor or (ii) the passing to the Client of information which identifies a Contractor; and which leads to an Engagement

**"Introduction Fee"** means the fee payable in accordance with clause 7.2(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**"Remuneration"** fees, guaranteed/anticipated bonus commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client

**"Transfer Fee"** means the fee payable in accordance with clause 7.1(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

1.2 Unless context requires, references to the singular include the plural.

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

## 2.0 THE CONTRACT

2.1 These Terms constitute the contract between the Employment Business and the Client for the supply of the Contractor's services to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of a Contractor or the passing of any information about the Contractor to any third party

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3 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 and 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.

## 3.0 CHARGES

3.1 The Client agrees to pay the hourly charges of the Employment Business. The charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour). The charges comprise mainly the Contractor's hourly rate but also include the Employment Business's commission calculated as a percentage of the Contractor's hourly rate. VAT, if applicable, is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client weekly 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 Bank of England base rate from due date until the date of payment.

3.3 If the Client fails to make payment of the Charges when due, any credit period in relation to payment of the Charges shall be accelerated and all monies owed by the Client to the Employment Business under these Terms shall immediately become due and payable.

## 4.0 INFORMATION TO BE PROVIDED

4.1 When introducing a Contractor to the Client the Employment Business shall inform the Client of the identity of the Contractor; that the Contractor has the required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Contractor will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Contractor is willing to work in the Assignment.

4.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day following, save where the Contractor is being Introduced for an Assignment in the same position as one in which the Contractor had previously been supplied within the previous five business days.

## 5.0 TIME SHEETS

5.1 At the end of each week of the Assignment (or at the end of the Assignments of less than one week) the Client shall sign the Employment Business's time sheet verifying the hours worked by the Contractor

5.2 Signature of the time sheet by the Client is confirmation of hours worked. If the Client is unable to sign a time sheet for the Contractor 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, were worked by the Contractor. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that s/he is dissatisfied with the work performed by the Contractor. In cases of unsuitable work the Client should apply the provisions of clause 9.1 below.

## 6.0 TRANSFER AND INTRODUCTION FEES

6.1 In the event of the Engagement by the Client of a Contractor supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either

- 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 8 weeks from day after the last day the Contractor worked on the Assignment

The Client shall be liable, subject to electing by giving 7 days prior notice, to either:

a) **An extended period of hire** of the Contractor being 24 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Contractor is so employed or supplied; or

b) **A Transfer Fee** calculated as follows: 15% of the 12 months remuneration or, if the actual amount of the Remuneration is not known, the hourly charges agreed multiplied by 200. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the client does not give such notice before the Contractor is engaged the parties agree that the Transfer Fee shall be due

## 7.0 LIABILITY

7.1 Whilst every effort is made by the Employment Business to ensure reasonable standards of skills, integrity and reliability from the Contractor and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

7.2 Contractors provided by the Employment Business to the Client are deemed to be under the direction and control of the Client for the duration of the Assignment. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client.

7.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business 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 Contractor for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

7.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Contractor for the Contractor to fill the Assignment.

7.5 The Client undertakes not to request the supply of a Contractor to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

7.6 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, 7.3 and 7.5 and/or as a result of any breach of these Terms by the Client.

## 8.0 SPECIAL SITUATIONS

8.1 Where the Contractor is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations, provide two references from persons not related to the Contractor and will take all reasonably practicable steps to confirm that the Contractor or the person supplied to do the work is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## 9. TERMINATION OF THE ASSIGNMENT

9.1 The Client may terminate the Assignment for any reason the Contractor proves unsatisfactory to the Client.

9.2 The Employment Business may terminate an Assignment forthwith by notice in writing: -

9.2.1 if the Client is in wilful or persistent breach of its obligations under these Terms; or

9.2.2 if the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

9.3 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

## 10.0 LAW

10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.