



WORKLOG

Reference (office use only):
Date of Week Ending Friday:

CLIENT: _____

WORK LOCATION: _____

RECORD OF ATTENDANCE

	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTAL/ VALUE
DAY								
NIGHT								

Consultancy providing Services: _____

Name of Representative: _____

To be completed by authorised client representative. Please check the details carefully. Your signature is our authority to invoice for works carried out.

We certify that the details of attendances stated above are correct and the services have been satisfactorily performed. We confirm our agreement to your terms and conditions of business (attached) and undertake to pay your account in accordance with such terms, of which we have received a copy.

Print Name:	Clients authorised Signature:	Status:	Date:
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PLEASE RETURN COMPLETED WORKLOG BY FAX : **01279 654747** OR BY EMAIL: accounts@henryrecruitment.com

YOU SHOULD RETAIN A COPY FOR YOUR RECORDS

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TERMS OF BUSINESS FOR THE SUPPLY OF CONSULTANCY SERVICES

DEFINITIONS

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”** means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Contractor is supplied or introduced;
- “Contractor”** means the Limited Company introduced to the Client by the Employment Business to carry out an Assignment (and are where otherwise indicated, includes any officer, employee or representative thereof and any third party to whom the provision
- “Employment Business”** means Henry Recruitment Limited
- “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”** includes fees, guaranteed and/or anticipated bonus and 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 the context otherwise 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.

THE CONTRACT

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 following an Introduction.

These 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.

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.

CHARGES

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, 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, if applicable, is payable on the entirety of these charges.

The charges are invoiced to the Client on a weekly basis and are payable within 14 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 5% per annum above the base rate from time to time of the Bank of England or National Westminster Bank from the due date until the date of payment.

3.3 There are no rebates payable in respect of the charges of the Employment Business.

INFORMATION TO BE PROVIDED

When making an Introduction of a Contractor to the Client the Employment Business shall inform the Client of the identity of the Contractor; that the Contractor has the necessary or 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.

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 (excluding Saturday, Sunday and any public or Bank holiday) 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 and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

TIME SHEETS

At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week the Client shall sign the Employment Business’s time sheet verifying the number of hours worked by the Contractor during that week.

5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by 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, if any, 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 10.1 below.

PAYING THE CONTRACTOR

The Employment Business is responsible for paying the Contractor.

TRANSFER AND INTRODUCTION FEES

7.1 The client undertakes that in the event of the client

a Engaging (whether for a definite or indefinite period) any Contractor supplied to the client resulting (directly or indirectly) in an engagement ('Temp to Perm Engagement') (which the Client shall immediately notify to the company);

b Effectively introducing (directly or indirectly) any Contractor supplied to the client by the company to another person, including any affiliate of the Client, resulting (directly or indirectly) in an engagement ('Temp to Third Party Engagement') (which the Client shall immediately notify to the company); or

c Utilising (whether for a definite or indefinite period) any Contractor originally supplied to the Client by the Company but subsequently supplied by a third party employment business to the Client ('Temp to Temp engagement') (which the Client shall immediately notify to the company), The Client shall, subject to clause

7.2 pay the Company a fee ('Temp Introduction Fee') if the Temp to Perm Engagement, the Temp to Third Party Engagement or the Temp to Temp Engagement (as the case may be occurs within either 14 weeks of the start of the first assignment (provided that there has not been a break of 42 days or more between assignments) or within 8 weeks of the end of any assignment, whichever period ends later. The Temp Introduction Fee shall be calculated in accordance with the Company's fees for permanent introductions under clause 3, 'Terms of Business for the introduction of permanent staff'. Where the amount of the annual commencing remuneration is not readily ascertainable the fee will be calculated as a multiple on 180 times the hourly charge at which the Contractor has last supplied to the Client by the Company.

7.3 If the Temp to Perm Engagement or Temp to Temp Engagement (as the case may be) occurs within the time periods set out above then, as an alternative to paying the Temp Introduction Fee, the client may opt by giving notice in writing to have the Contractor supplied for an additional period of 22 weeks on terms no less favourable to the Client than those which applied between the Client and the Company before it received notice that the Client wished to opt for the extended period of hire under the terms of this clause.

LIABILITY

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 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. 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.

8.3 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 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

8.4 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.

8.5 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.

8.6 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 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.

9. SPECIAL SITUATIONS

9.1 Where the Contractor or the person supplied to do the work 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 of the Contractor or the person supplied to do the work, two references from persons not related to the Contractor or the person supplied to do the work who have agreed that the references they provide may be disclosed to the Client and has taken 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.

10. TERMINATION OF THE ASSIGNMENT

10.1 The Client may terminate the Assignment by giving to the Employment Business in writing, the period of notice specified in the written confirmation.

10.2 Notwithstanding the provisions of sub-clause 10.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:

10.2.1 the Contractor is in wilful or persistent breach of its obligations;

10.2.2 the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

10.2.3 for any reason the Contractor proves unsatisfactory to the Client.

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

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

10.3.2 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).

10.4 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.

11. LAW

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