**TEMPORARY EMPLOYEE**

**TIMESHEET**

1. Fill in your timesheet with as much detail as possible.
2. Have your Line Manager review and approve the timesheet by signing below.
3. Timesheets which have not been approved may not be accepted.
4. Scan (or take a photo on your smartphone) and send your approved timesheet to shemmings@ritzrec.com or

fax 0161 819 1999.

Timesheets are ***due*** ***every Monday by 12pm*** for the previous week just worked. Failure to meet this deadline may result in not being paid for the week.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of** **Temporary Worker:** |  | **Week Ending Date:** |  |
| **Company:** |  | **Position/Role:** |  |
| **Company Address:**  |  |

|  |  |
| --- | --- |
| **HOURS WORKED** | **For office use only** |
|  | **Time Started** | **Time Finished** | **Time Taken for Meal** | **Hours actually worked****(subtract meal time)** |  | **Hours** | **Time Rate** |
| **Monday \_\_\_/\_\_\_/\_\_\_\_** |  |  |  |  |  |  |
| **Tuesday \_\_\_/\_\_\_/\_\_\_\_** |  |  |  |  |  |  |
| **Wednesday \_\_\_/\_\_\_/\_\_\_\_** |  |  |  |  |  |  |
| **Thursday \_\_\_/\_\_\_/\_\_\_\_** |  |  |  |  |  |  |
| **Friday \_\_\_/\_\_\_/\_\_\_\_** |  |  |  |  |  |  |
| **Saturday \_\_\_/\_\_\_/\_\_\_\_** |  |  |  |  |  |  |
| **Sunday \_\_\_/\_\_\_/\_\_\_\_** |  |  |  |  |  |  |
| **TOTAL HOURS WORKED FOR THE WEEK:**  |  |  |  |

|  |  |
| --- | --- |
| **Temporary Employee notes/comments/****reference, etc.** |  |

*I certify that the total hours worked for the week have been satisfactorily completed and that payment will be made in respect of these according to Ritz’ terms and conditions of business which I have received and accept as a basis of this transaction.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Temporary Employee Name:** |  | **Signed:**  |  |
| **Line Manager Name & Position:** |  | **Signed:**  |  |



**You are referred to the Terms of Business provided prior to the introduction of the Temporary Worker for full details of the applicable Terms of Business. However, Ritz Recruitment Ltd (the Employment Business) would like to draw your specific attention to the following provisions:**

**1** Following the acceptance of the Worker by the Client Company, the Client Company agrees to verify the total number of hours worked by the Worker each week by signing the Worker’s time sheet to that effect at the end of each week. By signing the Worker’s time sheet, the Client Company accepts that the hours recorded by the Worker as having been worked are correct and that the Worker has performed satisfactorily at all material times. However, the failure on the part of the Client Company to sign a time sheet shall not in itself affect the Client Company’s liability to pay the Employment Business at the Hourly Rate for each hour worked by the Worker.

**2** The Employment Business shall invoice the Client Company at the Hourly Rate for all of the hours or part hours worked by the Worker (to the nearest quarter hour) as recorded on his/her time sheet and the Client Company agrees to pay to the Employment Business by cheque or credit transfer within 7 days of the date of the Employment Business’ invoice a sum which shall not be less than the said total number of hours worked by the Worker for the Client Company multiplied by the Hourly Rate, plus any claimable expenses and Value Added Tax (at the statutory rate from time to time). Payment should be sent to Ritz Recruitment Limited, 105—109 Bishopsgate, London, EC2M 3EU Transfer/Introductions Fees

**3.1** Temp to Perm / Temp to Temp transfers

####  If at any time during the supply of a Worker, the Client Company notifies the Employment Business that they want to directly employ that Worker or require that the supply of that Worker is transferred to another recruitment agency or employment business, the Client Company agrees:

#### 3.1.1 To pay to the Employment Business a fee calculated at 16% of the starting annual salary; or

**3.1.2** To notify the Employment Business in writing of the fact that they require that the Worker be supplied to them for an extended period of hire of 26 weeks during which the Employment Business shall be entitled to charge the appropriate Hourly Rate charges for the Worker.

 PROVIDED ALWAYS that the transfer takes place within the Relevant Period

**3.2** Fees payable where Worker Engaged within 12 months of Introduction.

 If at any time during the period of 12 months following an Introduction without Engagement the Client Company directly employs or engages the Worker to provide or perform services for a fixed or indefinite period, the Client Company agrees:

**3.2.1** To pay to the Employment Business a fee calculated at 16% of the starting annual salary; or

**3.2.2** To notify the Employment Business in writing before the Worker is Engaged of the fact that they require that the Worker be supplied to them for an extended period of hire of 26 weeks during which the Employment Business shall be entitled to charge the appropriate Hourly Rate charges for the Worker. The charges to comprise mainly the Worker’s pay but also to include the Employment Business’ commission calculated at 22% of the Worker’s pay, holiday pay and National Insurance Contributions. VAT is payable on the entirety of these charges.

**3.3** Transfers to Third Parties

If at any time during a period of 12 months following the Introduction and/or Engagement, the Client Company introduces a Worker to a third party who then Engages that Worker to provide or perform services for a fixed or indefinite period, the Client Company agrees to pay to the Employment Business a fee calculated at 16% of the annual salary.

**4** For the avoidance of doubt there will be no rebate or replacement in these circumstances as outlined in 3.1, 3.2 and 3.3.

**5** The Employment Business reserves the right to charge 4% over bank base rate, payable monthly on all amounts remaining unpaid for 7 days after the invoice date.

1. The Employment Business reserves the right to review or amend the Hourly Rate for the Worker by serving the Client Company with no less than 7 days’ advance notice in writing to that effect.
2. The Client Company covenants with the Employment Business that it shall at all times ensure that any Worker supplied to it by the Employment Business shall be provided with a safe working environment, free from any reasonably foreseeable danger or risk to their health and safety.
3. The Client Company warrants that it will not require the Worker to work more than 48 hours a week unless the Employment Business has informed the Client Company that the Worker has opted out of the 48-hour working week in accordance with the Working Time Regulations 1998. The Client Company will assist the Employment Business in complying with the Working Time Regulations 1998 by supplying any relevant information to the Employment Business and the Client Company agrees not to do anything to cause the Agency to be in breach of its obligations under the Working Time Regulations 1998.
4. The Client Company agrees that if the Worker is required to work for more than nine hours (eight hours for Industrial Divisions) on one weekday or any hours on a Saturday (hereinafter referred to as “overtime hours”), an overtime premium will be applied. The premium will be calculated by adding 50% to the number of overtime hours worked. If the Client Company requires the Worker to work on a Sunday or a statutory bank holiday or public holiday, the overtime premium will be calculated by adding 100% to the number of overtime hours worked.
5. In the event that the Worker incurs claimable expenses whilst working under the control of the Client Company or any Associated Company, such expenses shall be recorded upon the time sheet and the Client Company agrees to reimburse the Employment Business fully in respect of them.
6. The Client Company agrees to fully indemnify the Employment Business for (a) any costs, expenses, loss or damages suffered by the Employment Business as a consequence of the Employment Business’ vicarious liability (if any) for acts committed by the Worker while under the control or supervision of the Client Company or any Associated Company; and (b) any costs, expenses, loss or damages suffered by the Employment Business as a consequence of any notice of claim or actual legal proceedings taken by a Worker against the Employment Business arising out of any breach by the Client Company or any Associated Company of the Worker’s statutory or other legal rights.
7. The Employment Business does not accept any liability for any loss or damage suffered by the Client Company as a consequence of any breach of contract by, or unsuitability, negligence, dishonesty or lack of skill on the part of the Worker of which the Employment Business was not or could not have reasonably been aware, including the failure of the Worker to provide services on any given date.