

SEND TO: Payroll@abacusconsulting.co.uk

Abacus Consulting • 3 Bassett Court • Loake Close • Grange Park • Northampton • NN4 5EZ • Tel: 01604 876330

TO ENSURE THAT THERE IS NO DELAY IN PAYMENT, THIS DOCUMENT MUST BE COMPLETED IN FULL AND SIGNED. THE FIRST COPY SHOULD BE SENT TO OUR NORTHAMPTON OFFICE TO REACH US NO LATER THAN 9.00am ON THE TUESDAY FOLLOWING THE WEEK WORKED.

To be filled in by **Contract / Temporary Worker** for week ending **Sunday** / /

Your Name: _____

Ltd Company: (if applicable) _____

Home Tel: _____

Work Tel: _____

Signature: _____ Date: _____

To be filled in by **Client****I am authorised** by the client to sign this timesheet

Company Name: _____

Print Name: _____

Position: _____

Signature: _____ Date: _____

Tel: _____ Ext: _____

I hereby certify the total hours above are a correct record of the hours worked by the contract / temporary worker and understand that these hours will be used to calculate the charge for basic hours. I confirm that I have read and agree to the terms and conditions of business as outlined overleaf.

	Basic Hours	Agreed Overtime Hours
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Sat/Sun		
Holiday Hrs		
Total		

TIMESHEET

abacus consulting

financial recruitment specialists

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Holiday Hrs		
Total		

Distribution: 1st copy to Abacus. 2nd copy to Contract/Temporary Worker. 3rd copy to Client.

Terms of Business

for the Introduction of Temporary & Contract Staff

General

1. These terms and conditions of business are between Abacus Consulting.co.uk Ltd and/or any subsidiaries or associated companies, who are an employment agency (when supplying permanent work-seekers) and an employment business (when supplying work-seekers on a temporary basis) hereinafter called ("Abacus") and the employer client ("the Hirer") and are deemed to be accepted by the Hirer by virtue of an introduction, interview or engagement whether temporary or permanent (which term includes employment or use, whether under contract of service or for services, or under an agency, licensee, franchise or partnership agreement) of a work-seeker introduced by Abacus.
2. The individual or limited company looking for, or being provided with, temporary or permanent work hereinafter called a ("work-seeker").
3. Introduction means the sending by Abacus of the work-seekers Curriculum Vitae to the Hirer.
4. The Hirer agrees that if they receive the same work-seekers Curriculum Vitae from another employment agency or business they will decide who they wish to deal with and inform Abacus and the other employment agency or business whether they accept or reject the introduction.
5. The Hirer agrees to provide Abacus with all the necessary details they require about the position they are looking to fill including experience, training, qualifications and any authorisation which the Hirer considers necessary or are required by law or by any professional body and any health and safety risks known to the Hirer and any further details Abacus may request.
6. The Hirer agrees upon registration of a permanent or temporary job vacancy that Abacus will use all appropriate means available to them to attract the required calibre of candidate relevant to the Hirers requirements and this may include confidential advertising.
7. No variation can be made to these terms without written consent of a Director of Abacus.
8. Overdue debts – we reserve the right to charge interest on all overdue debts at the rate of 2% per month or part of the month.
9. Abacus accepts no liability for any loss, damage or expense suffered or incurred by the Hirer arising from or in any way connected with Abacus seeking a work-seeker for the Hirer or the introduction by Abacus to the Hirer of any work-seeker or the engagement of any work-seeker by the Hirer or from any delay arising from any failure to provide a particular work-seeker for all or part of a period of any booking, or from the negligence, dishonestly, misconduct or any act or omission of the work-seeker provided to the Hirer. In any event the liability of Abacus to the Hirer shall be limited both in contract, tort and at common law to the amount of the fee payable by the Hirer.
10. Introductions are confidential. Any information passed to a third party that results in the engagement of a work-seeker, or the use of a work-seeker, either permanent or temporary, renders the Hirer liable to pay a transfer or introduction fee in accordance with these terms as if the introduction had been made to the Hirer.
11. Should the hirer or any subsidiary or associated company of the Hirer following an introduction by Abacus engage the work-seeker, or use the work-seeker, within the period of twelve calendar months from date of introduction, a full fee in accordance with the terms detailed overleaf becomes payable (with no entitlement to a refund).
12. If any term or part thereof in these terms is held to be unenforceable the remainder of these terms or part thereof shall still be effective.
13. The construction and validity of these terms shall be interpreted according to English law and all parties shall submit to the exclusive jurisdiction of the English Courts.

Temporary & Contract Work-seekers

1. The Hirer agrees to pay the hourly charge set by Abacus and notified to the Hirer at the time the Hirer places a booking for a temporary work-seeker and to pay the same for all hours worked (except that if a work-seeker is required to work overtime then the hourly charge for such overtime shall be agreed by negotiation between Abacus and the

Hirer) and to sign a time sheet confirming the hours worked. The Hirer further agrees that by signing a work-seeker's time sheet the Hirer confirms that the hours indicated on that time sheet have been worked to the satisfaction of the Hirer. Travelling, hotel or other expenses as may be agreed shall be itemised on Abacus invoice in addition to the charge for hours worked. All charges will be those in force at the time of the assignment and may be varied by Abacus by notification from time to time with immediate effect. VAT (or any other similar tax or replacement therefore) will be charged in addition. The period of the booking shall be known as the assignment and this includes any period of extended hire in accordance with these terms.

2. Charges for temporary work-seekers are invoiced weekly and payable within 14 days of the date of Abacus invoice.
3. Abacus assume responsibility for payment of remuneration and for deduction and payment of all statutory contributions in respect of earnings related insurance and the administration of Schedule E tax (PAYE) applicable to the work-seeker as required by law.
4. If the Hirer wishes to employ a temporary work-seeker as a result of their introduction by Abacus direct on a permanent basis or the work-seeker works for the Hirer through another employment business Abacus will give the Hirer the option of paying a one off transfer fee or the Hirer can employ the work-seeker through Abacus for an extended period of hire up to a maximum of 16 weeks.
5. If the Hirer elects to take on the work-seeker through Abacus for an extended period of hire as above Abacus will still charge the Hirer a transfer fee in the event that Abacus are unable to supply the work-seeker for the whole of the extended period of hire through no fault of Abacus.
6. The Hirer will become liable in any event to pay Abacus a transfer fee if following the end of the assignment with the Hirer the Hirer employs the work-seeker directly or through another employment business or if the work-seeker is employed by a third party following an introduction by the Hirer, within a period of 8 weeks from the day after the last day on which the work-seeker supplied by Abacus worked for the Hirer or 14 weeks from the first day on which the work-seeker was supplied by Abacus to the Hirer (the first day is either the start of the first assignment for that work-seeker with the Hirer, or the start of a repeat assignment following a break of 42 days since any previous assignment), whichever ends later.
7. Abacus will ensure the correct identity of the temporary work-seeker, and that the work-seeker is eligible to work in the United Kingdom. Abacus shall use reasonable endeavours to gain the references necessary to check that the work-seeker has suitable experience, training and qualifications as specified by the Hirer in the booking requirement and the work-seeker is willing to work in the position being recruited for.
8. The Hirer is responsible for all acts, errors and omissions of the work-seeker as if the work-seeker was employed by the Hirer and the Hirer shall indemnify Abacus against any claim or liability incurred by Abacus rising out of the introduction of the work-seeker to the Hirer.
9. The Hirer shall comply with all statutes, by-laws and legal requirements to which the Hirer is subject in respect of the Hirer's employees including public liability insurance to cover the work-seeker for the duration of any assignment save for those obligations on the part of Abacus specifically set out in paragraph 3 of these terms.
10. The work-seeker shall be assigned to the Hirer by Abacus under a contract for the supply of services and the work-seeker is deemed to be under the direction and control of the Hirer from the time the temporary assignment commences until it ends. Throughout the assignment the Hirer undertakes to supervise the work-seeker sufficiently to ensure reasonable standards of workmanship to the satisfaction of the Hirer.
11. If the services of the work-seeker prove to be unsatisfactory to the Hirer Abacus may at their absolute discretion reduce or cancel the charge for the time worked by the work-seeker provided that the work-seeker leaves the assignment immediately and that notification is given by the Hirer to Abacus either within four hours of the work-seeker commencing an assignment booked for more than seven hours or within two hours for an assignment booked for seven hours or less (which must subsequently be confirmed by the Hirer in writing within five working days).