



MILES RECRUITMENT LTD

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Temporary Staff Timesheet for Temporary Drivers

Name of Driver: Name of Client:

Week Commencing:

Instruction to temporary drivers: This timesheet must be completed in line with the guide notes and one of the declarations below must be signed to confirm your hours

| Day | Start time of shift | Finish time of shift | Day | Working Time | Periods of Availability | Total Shift Time | Breaks / Rest | Holiday / sick days |
|-------|---------------------|----------------------|---|--------------|-------------------------|------------------|---------------|---------------------|
| Mon | | | Mon | | | | | |
| Tues | | | Tues | | | | | |
| Wed | | | Wed | | | | | |
| Thurs | | | Thurs | | | | | |
| Fri | | | Fri | | | | | |
| Sat | | | Sat | | | | | |
| Sun | | | Sun | | | | | |
| | | | = | = | = | | = | = |
| | | | Total WT + Total POA = Total Shift Time | | | | | |

Instruction to temporary drivers: This night working chart must be completed for those undertaking night work

| Time Day | 0 | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|----------|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Mon | | | | | | | | | | | | | | | | | | | | | | | | |
| Tues | | | | | | | | | | | | | | | | | | | | | | | | |
| Wed | | | | | | | | | | | | | | | | | | | | | | | | |
| Thurs | | | | | | | | | | | | | | | | | | | | | | | | |
| Fri | | | | | | | | | | | | | | | | | | | | | | | | |
| Sat | | | | | | | | | | | | | | | | | | | | | | | | |
| Sun | | | | | | | | | | | | | | | | | | | | | | | | |

WORKING DECLARATION 1: NB Fraudulent recording is a criminal offence and may lead to legal action being taken against you.

- I declare I have accurately recorded my time in this time sheet
- I declare I have not been engaged in any work other than for Miles Recruitment during this week
- I will notify the employment business immediately of any other periods of work that constitutes Working Time as defined under the Working Time Road Transport Regulations undertaken during this week for other employers or employment businesses so that Miles Recruitment can maintain an accurate record of my weekly Working Time.

SIGNATURE DATE

WORKING DECLARATION 2: NB Fraudulent recording is a criminal offence and may lead to legal action being taken against you.

- I declare I have accurately recorded my time in this time sheet
- I declare that I have been engaged in work in addition to work for Miles Recruitment set out in this time sheet this week which constitutes Working Time as defined under the Working Time Road Transport Regulations, accordingly I have set out this additional time in a further time sheet so that Miles Recruitment can maintain an accurate record of my weekly Working Time.

SIGNATURE DATE

CLIENT DECLARATION:

I certify the above total number of shift hours have been undertaken and that payment will be made in respect of total shift hours according to the terms of business which I have received and have accepted as the basis of this transaction.

SIGNATURE

NAME DATE

MILES RECRUITMENT LTD
Terms of Business for the supply of Temporary Workers

1. These Terms and Conditions of business are between Miles Recruitment Ltd and its' specialist sections (hereinafter called the 'EMPLOYMENT BUSINESS') and the hirer hiring the temporary worker (hereinafter called the 'CLIENT').
2. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview of the engagement by the Client (which term includes employment or use whether agency, licensee, franchise or partnership agreement) of a temporary worker (hereinafter called a 'TEMPORARY WORKER') introduced by the Employment Business.
3. The Client 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 Temporary Worker (to the nearest quarter hour). The charges are compromised mainly of the Temporary Worker's remuneration but also include the Employment Business' commission, employer's national insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is not such agreement, such expenses as are reasonable. VAT is payable on the entirety of these charges. The charges are invoiced to the Client on a weekly basis and are payable within 30 days. The Company reserves the right to charge interest on any overdue amounts at the rate of up to 8% per annum above the base rate of National Westminster Bank from time to time, from the due date until the date of payment.
4. The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance Contribution and PAYE Income Tax applicable to the Temporary Worker.
5. The direct Engagement by a Client of a Temporary Worker introduced by the Employment Business, of the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to the payment of an introduction fee calculated at 12% of the annual gross taxable remuneration and emoluments payable to the Temporary Worker, provided that the Engagement takes place within a period of 3 months from the termination of the Assignment under which the Temporary Worker was last supplied, or if there was no Assignment, within 3 months of the introduction of the Temporary Worker by the Employment Business. Where the Client fails to inform the Employment Business of the annual remuneration, the introduction fee will be calculated by multiplying the hourly rate agreed between the Client and the Employment Business by a figure not exceeding 200. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates.
6. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standard of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
 - (a) Temporary Workers are engaged by the Employment Business under Terms of Engagement. They are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Client. The Client 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 Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 5 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. The Client shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. 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 service of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
 - (b) 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 and/or as a result of any breach of these Terms by the Client.
7. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:-
 - (a) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
 - (b) within two hours for bookings of seven hours or less. And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
 - (c) Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
8. a. Temporary Workers engaged by the Employment Business under Terms of Engagement are deemed to be under the direction and control of the Client, from the time the Temporary Worker reports to take up duties and for the duration of the assignment and the client agrees to be responsible for all acts, errors or omissions be they wilful, negligent or otherwise as though the Temporary Worker were on the Payroll of the Client and the Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all assignments but excluding the matters specifically mentioned in Paragraph above.
8. b. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims and liabilities incurred by the Employment Business arising out of the assignment.
8. c. These Terms are governed by the Law of England and Wales jurisdiction of the Courts of England and Wales.
9. No variation can be made to these terms without the written consent of a director of the Employment Business.