

TIMESHEET

Please fax to 0207 582 9998 or email to timesheets@freshhortcareers.com by Monday 2pm at the latest



- Late or unsigned timesheets may result in late payment.
- If emailing, please ensure image is clear and legible.
- One timesheet per assignment.
- Extra copies of the timesheet can be printed from the downloads section of our website www.freshhortcareers.com

Name of Temp. Worker	CLIENT Company name	Week Ending Date (Sunday)

Summary of Hours Worked

	Time Started	Time Finished	Time Taken for Breaks	Hours Actually Worked to nearest 1/4
Monday Site				
Tuesday Site				
Wednesday Site				
Thursday Site				
Friday Site				
Saturday Site				
Sunday Site				

Clients

Please sign to certify that these hours have been worked satisfactorily and that payment will be made in respect of these, according to the Terms & Conditions of Business already supplied and we acknowledge having received previously.

Total Hrs Worked

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<p>Client Signature, Name Printed and Date</p>
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Clients, please ensure that hours are correct and that any days not worked are crossed out. Please make a note of the hours or take a copy of this timesheet for your records.

Fresh Horticultural Careers: Temporary Workers Contract

1. DEFINITIONS

- 1.1. In these Terms of Engagement, the following definitions apply:
"Agency" Fresh Horticultural Careers, 8 Silk Mews London SW11 4BA
"Assignment" Means the period during which the Temporary Worker is supplied to render services to the client.
"Client" Means the person, firm or corporate body requiring the services of the Temporary Worker.
"Temporary Worker"
"Working Week Limit" Means an average of 48 hours work each week calculated over a 17-week reference period.
"Annual Leave Year" Runs from 1st January – 31st December of each consecutive year worked on an accrual basis.
1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
1.3. The headings contained in these Terms are for convenience only and do not affect the interpretation.

2. THE CONTRACT

- 2.1. These Terms constitute a contract for services between the Agency and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract will exist between the Agency and the Temporary Worker between Assignments.
2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Agency and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Agency is required to make statutory deductions from his remuneration in accordance with Clause 4.1.
2.3. No variation or alteration of these Terms shall be valid unless approved by the Agency in writing.
2.4. The Agency operates as an Employment Business as defined in s13(1) and (3) of the Employment Agencies Act 1973 (the Act) in relation to the Temporary Worker and as an Employment Agency as defined in section 13(1) and (2) of the Act with respect to finding a permanent work if so requested by the Temporary Worker.

3. ASSIGNMENTS

- 3.1. The Agency will endeavour to obtain suitable Assignments for the Temporary Worker based on their experience and qualifications.
3.2. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability shall be determined solely by the Agency; and that the Agency shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above or any other category.
3.3. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.
3.4. The Temporary Worker shall provide evidence of identity and references as requested by the Agency and where relevant evidence of qualifications necessary for the Assignment.

4. REMUNERATION

- 4.1. The Agency shall pay to the Temporary Worker remuneration calculated at a minimum National minimum wage. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment to be paid weekly in arrears, subject to deductions in respect of PAYE, Class 1 National Insurance Contributions and Income Tax pursuant to S134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Agency may be required by law to make.
4.2. Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Agency or Clients for the time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
4.3. The Agency undertakes to pay the Temporary Worker in respect of work done whether or not the Agency is paid by the Client hiring the Temporary Worker in respect of that work. Failure to supply a signed timesheet may result in delay of payment however The Agency will try to confirm any hours worked in certain circumstances where no one is available to sign the timesheet.

5. STATUTORY LEAVE

- 5.1. For the purposes of calculating entitlement to leave under this clause, the leave year commences 1st January – 31st December on an accrual basis on hours worked. Statutory Leave equates to 28 days inclusive of Bank Holidays.
5.2. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 28 days' pro rata paid leave per leave year. All entitlement to leave must be taken during the course of the Annual Leave Year in which it accrues and none may be carried forward to the next leave year.
5.3. Entitlement to paid leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours he works on Assignments. For the purposes of calculating payments for annual leave the standard working hours in relation to Assignments undertaken by the Temporary Worker will be all hours worked which do not attract overtime rates of pay.
5.4. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Agency in writing of the dates of his intended absence. The amount of notice, which the Temporary Worker is required to give, should be at least twice the length of the period of leave that he wishes to take. Unless the Agency informs the Temporary Worker in writing that it is not possible for him to take leave on the specific dates, the Temporary Worker shall be entitled to take up his notified leave entitlement.
5.5. You will be obliged to take some of your annual leave entitlement quarterly
5.6. Annual leave entitlement cannot be carried over to next year
5.7. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Workers status as a self-employed worker.

6. SICKNESS ABSENCE

- 6.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

7. TIMESHEETS

- 7.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Agency his timesheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
7.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Workers working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary's working time for these purposes.

8. CONDUCT OF ASSIGNMENTS

- 8.1. The Temporary Worker is not obliged to accept any Assignment offered by the Agency but if he does so, during every Assignment and afterwards where appropriate, he will:
8.1.1. Co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation.
8.1.2. Observe any relevant rules and regulations of the client's establishment to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain.
8.1.3. Unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment.
8.1.4. Take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the health and safety policies of the Client.
8.1.5. Not engage in any conduct detrimental to the interests of the Client.
8.1.6. Not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Agency's employees, business affairs, transactions or finances.
8.2. If the Temporary Worker is unable for any reason to attend work during an Assignment he should inform the Client or the Agency by no later than the start time of the assignment on the first day of absence to enable alternative arrangements to be made. It is not sufficient to inform the client directly and without the knowledge of the Agency.
8.3. If the temporary worker fails to return any PPE Equipment or site ID's at the end of the assignment that were supplied by either Fresh Horticultural Careers or one of our clients, the relevant cost will be deducted of £25.00 from the temporary worker's final wages.
8.4. If driving either Fresh Horticultural Careers vehicle or one of our client's vehicles, the temporary worker will be liable for any penalty charges incurred whilst the vehicle is in their possession (e.g. Parking, Speeding or Bus Lane Infringement). The penalty amount will be deducted from the Temporary Worker's wages. Where a penalty charge is incurred the Temporary Worker must notify the Agency of such penalty immediately.

9. TERMINATION

- 9.1. The Agency or the Client may, without prior notice or liability, instruct the Temporary Worker to end an Assignment at any time.
9.2. The Temporary Worker may terminate an Assignment at any time immediately by informing the Agency.

10. PERMANENTWORK-FINDING SERVICES

- 10.1. If the Temporary Worker elects so, the Agency shall endeavour, in its capacity as an Employment Agency, to find suitable permanent work for the Temporary Worker.

11. LAW

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