



Time Sheet for:
Employed at:
Week Ended: Week No.:

TIME SHEET

Day	Date	Started	Finished	Lunch Period	Hours Worked	Rate Analysis		
						Single Time	Time + 1/2	Double Time
WARNING - Wages will not be paid or dispatched until a completed Time Sheet, signed by a responsible official is received.						Basic hours worked	-2	-1
Remember to ring (028) 9024 9747 and ask for Wages Department if you wish to claim Holiday Pay or Email: julie.short@applerecruitment.com						Add overtime hours @ T 1/2	=	=
						Add overtime hours @ Double		
						Gross total of hours to be paid		

I certify that the above information is correct and wages calculated at the agreed rate should be paid to the person named above and invoiced to my company in respect of this temporary employee. I understand that invoices for temporary employees are presented weekly and payment due us immediately on presentation. I confirm that our dealings with Apple Recruitment Services will be in accordance with the Terms and Conditions below.

PLEASE FAX BACK TO: 028 90242 203

Signed:

Position in Company: Date:

Terms and Conditions of Trading 2010 -

APPLE *recruitment services*

All and any business undertaken by Apple Recruitment Services, formally known as Legard Orr is transacted subject to the conditions hereinafter set out, each of which shall be incorporated or implied in the agreement between the Company and its Clients. In the event of conflict between these conditions and any other terms and conditions the former shall prevail unless expressly agreed to the contrary by the Company in writing.

Introduction to Permanent Staff

Where Apple Recruitment Services is acting as an Employment Agency.
1. Permanent staff in these terms and conditions of Trading shall mean employees employed for whatsoever period by the Client as a member of the Client's staff as distinct from employees remaining members of the Agency's staff as in the case of Temporary staff. 'Permanent Engagement' has a corresponding meaning.

2. The engagement fee to the Client will be on the basis of a percentage of the anticipated annual starting salary which shall be deemed to include all taxable emoluments.

Calculated as Follows:

Annual Salary Fee
Up to £15,000 14%
£15,001 and above 16%
N.B minimum placement fee £1,000

The appropriate fee will be charged in respect of any person the Agency introduces who accepts (within six months from date of introduction) an offer of employment.

3. The interview by the Client of any applicant introduced by the Agency shall be deemed acceptance of and agreement to these Conditions of Trading by the Client.

4. The Agency endeavours to ensure the suitability of any applicants introduced to the Client. The Client shall not withstanding satisfy himself as to the suitability of any applicant and shall take up any references provided by any applicant and/or the Agency before engaging such applicant. The Client shall be responsible for obtaining work and other permits and for the arrangement of medical examinations.

5. If an applicant is not retained for a minimum of 10 weeks, a pro-rata reduction of the fee at a rate of 10% per week is allowed for this period. For example; should the engagement terminate during the first week no fee is payable, in the second week 10% of the fee is payable, etc. In order to qualify for the refund, the Client must pay the fee within 28 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of the date of termination.

6. The Agency shall not be liable under any circumstances for any loss, damage or expenses suffered or incurred by the Client arising from or in any way connected with the Agency seeking an applicant for the Client or the introduction by the Agency to the Client of any applicant or the engagement of any applicant by the Client.

7. In the event of the Client introducing any applicant introduced to the Client by the Agency to another person, firm or corporation resulting in an engagement by that person, firm or corporation the Client shall pay to the Agency an engagement fee in accordance with the scale in condition 2 herein, unless the engagement occurs more than six months after the applicant's introduction by the Agency to the Client.

8. Payment for engagement of permanent staff is due within 28 days of date of invoice.

9. V.A.T. will be added to all charges.

Provision of Temporary Staff

Where Apple Recruitment is acting as an Employment Business.

1. The acceptance by or on behalf of the Client of the services of any person supplied by the Business shall be deemed acceptance of an agreement to these Conditions of Trading.

2. The charge for temporary staff is an inclusive hourly rate for time worked.

The hourly charge shall include:

- (a) all salary and emoluments of the person supplied to the Client.
- (b) any National Insurance earnings related contributions.

3. The Business endeavours to ensure that the services of any person supplied to the Client are satisfactory. However, the Client must verify at the time that the person commences to render services for or on behalf of the Client that they can carry out the service required (including the operation of any machinery etc). In the event of the services of any person supplied by the Business failing to satisfy the reasonable standards required by the Client, the charge aforesaid shall not be payable by the Client provided that the Client has both dispensed with that person's services immediately upon such dissatisfaction, and has notified the Business of such dismissal not later than four hours from the time that person began to render services to or on behalf of the Client.

4. Although persons supplied to the Client are employed under contracts for service with the Business, they shall be subject to the exclusive direction and control of the Client who:

- (i) shall determine the manner in which the services rendered by such person are to be carried out.
- (ii) shall be responsible for all acts and commissions of any such person whether wilful, negligent or otherwise.
- (iii) shall comply with all obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing those relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the services rendered by any persons supplied to the Client.

5. The Business shall not be liable under any circumstances for any loss, damage or expense whatsoever suffered or incurred by the client arising from or in any way connected with the supply by the Business to the Client of any person or the use by the Client of the services for all or any part of the period of a booking by the Client.

6. In addition and without prejudice to the foregoing conditions the Client undertakes to indemnify and at all times to keep indemnified the Business against all liabilities suffered by the Business arising out of or in connection with the matters raised in condition 4 herein.

7. Should a member or former member of the Business' Temporary Staff be directly engaged by a Client or engaged by another person, firm or corporation to whom they had been introduced by the Client either during or at any time within fourteen weeks of the beginning or eight weeks after the termination of a temporary engagement with such Client, the Client shall have an option to take the Temporary Worker for an extended period of hire rather than pay a fee, alternatively they must pay the appropriate transfer fee. In such cases no refund will in any circumstances be allowed as it is considered that during temporary employment the Client and staff have had the opportunity of confirming their mutual suitability. Details of the appropriate transfer fee and the alternative extended period of hire are available upon request.

8. It shall be a condition of any agreement between the Business and the Client (any breach whereof shall entitle the Business to terminate without prior notice each and every agreement concluded under these conditions between the Business and the Client) that all monies due hereunder shall be paid by the Client within seven days of delivery of invoice by the Business.

Drivers

Where the Temporary Worker is a driver the following additional conditions will apply.

- (a) As far as reasonably possible references of the driver will be checked. Whilst appropriate driving licences and driving permits will be examined by the Business the Client must satisfy himself that all licences and other documentation appertaining to a driver are in order before permitting a driver to take charge of a vehicle.
- (b) Providing the driver shall have worked for a user of the Business during the seven days immediately preceding commencement of the engagement by the Client, the Business shall provide the Client on request with such information as is available to assist the Client in complying with the relevant provision of the relevant Transport Act.

The Business will indemnify the client in respect of cost of defending any prosecution resulting from any incorrect information having been given to the Client by the Business in respect of hours worked for another Employer through the introduction of the driver by the Business during the applicable part of and in the working week during which the employment of the driver by the Client commences.

(c) The Client is responsible for ensuring that drivers comply with all provisions of the Transport Act 1968 and all other road transport and Road Traffic legislation and it is the Client's responsibility to take proper steps in relation to the insurance, maintenance and safety of vehicles and legality of documents and effect all other necessary liability insurances including those referred to in Clause 6 above.

The Client accepts that as user of the driver he has sole responsibility and control over the driver's duties, journeys and hours of work and all statutory duties in respect of driving licences and, where appropriate, tachographs.

(d) The Business takes pride in its careful selection of drivers introduced to Clients having regard to the nature of the duties to be performed and the vehicles they are required to drive. Further, every effort is made by the Business to maintain a high standard of integrity and reliability amongst drivers introduced to Clients but the Business must emphasise that it may be impracticable for the Business to obtain references in every case owing to the time factor and the human element involved and the Business can accept no liability of any kind whether in contract or in tort or any loss or damage to property or for any other loss (including without prejudice to the generality of the foregoing loss of profits) or for any injury to persons or the fatality arising directly or indirectly from any act or omission of any driver introduced by the Business even if such act or omission is negligent or fraudulent or reveals dishonesty or lack of skill on the part of the driver.