



## TIMESHEET - ASSIGNMENT DETAILS

[www.backlinelogistics.co.uk](http://www.backlinelogistics.co.uk)

EMPLOYEE NAME	CAND NO.	WEEK ENDING SUNDAY
		ASSIGNMENT START DATE

DRIVER'S DECLARATION OF 'WORKING HOURS' OUTSIDE OF THOSE FOR BACKLINE FOR THE PREVIOUS WEEK: ☐ Driver's Signature \_\_\_\_\_  
 Working hours do not include POA, Break or Rest

SHIFT ROLE

CLIENT NAME

START TIME  
 EST. DURATION OF ASSIGNMENT  
 EST. SHIFT LENGTH HOURS

CLIENT ADDRESS / WORK LOCATION

REPORTING TO ON ARRIVAL

ORDER No./NOTES

WE WILL PAY STAFF IN ACCORDANCE WITH HOURS AGREED (SEE BELOW).  
 HOURS WORKED WILL BE CHARGED WITH DEDUCTION OF BREAKS.  
 MINIMUM HOURS WILL STILL APPLY.

DAY	Mon	Tue	Wed	Thur	Fri	Sat	Sun	TOTAL
START								
FINISH								
BREAKS TAKEN IN MINUTES								
SUB TOTAL								

Client Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

We agree that the hours worked are correct and will accept your account for the chargeable hours at the rate specified.

FACILITIES AVAILABLE

H&S RISKS

### FOR OFFICE USE ONLY

STD HOURS		
O/T		
S/PREMIUM		
N/OUT		

## TERMS & CONDITIONS OF BUSINESS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

- “**Agency Worker**” means the individual who is introduced by the Employment Business to provide services to the Hirer;
- “**Agency Workers Regulations**” means the Agency Workers Regulations 2010; “**Assignment**” means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer; “**Assignment Details Form**” means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment;
- “**AWR Claim**” means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the Agency Workers Regulations;
- “**Calendar Week**” means any period of seven days starting with the same day as the first day of the First Assignment;
- “**Charges**” means the hourly charges of the Employment Business calculated in accordance with clause 6.1 and as may be varied from time to time in accordance with these Terms;
- “**Comparable Employee**” means as defined in Schedule 1 to these Terms;
- “**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “**Confidential Information**” means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
- “**Control**” means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and “**Controls**” and “**Controlled**” shall be construed accordingly;
- “**Data Protection Laws**” means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
- “**Employment Business**” Backline Logistics Support Services Limited registered company 558090 of Unit 1 Topaz, Topaz Way, Bromsgrove, Worcestershire, B61 0CD.
- “**Engagement**” means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, licensee, franchisee or partnership arrangement, or any other engagement; and “**Engage**”, “**Engages**” and “**Engaged**” shall be construed accordingly;
- “**First Assignment**” means:
- the relevant Assignment; or
  - if, prior to the relevant Assignment:
  - the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and
  - the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purposes of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
- “**Hirer**” means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced;
- “**Hirer's Group**” means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
- “**Introduction**” means:
- the passing to the Hirer of a curriculum vitae or information which identifies the Agency Worker; or
  - the Hirer's interview of the Agency Worker (in person or by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply a temporary worker; or
  - the supply of the Agency Worker; and, in any case, which leads to an Engagement of the temporary worker and the Agency Worker; and “**Introduced**” and “**Introducing**” shall be construed accordingly;

“**Losses**” means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

“**Period of Extended Hire**” means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

“**Qualifying Period**” means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in Schedule 1 to these Terms;

“**Relevant Period**” means

- the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or
- the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment

“**Relevant Terms and Conditions**” means terms and conditions relating to:

- the duration of working time; night work;
- rest periods;
- rest breaks; and
- annual leave

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

“**Remuneration**” includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Hirer or any third party. Where a company car is provided, a notional amount of (insert amount) will be added to the salary in order to calculate the Employment Business' fee;

“**Temporary Work Agency**” means as defined in Schedule 1 to these Terms;

“**Terms**” means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;

“**Transfer Fee**” means the fee payable in accordance with clause 8 of these Terms and Regulation 10 of the Conduct Regulations;

“**Vulnerable Person**” means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and

“**Working Time Regulations**” means the Working Time Regulations 1998.

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 their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

### 2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the Hirer for the supply of the Agency Worker's services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the Agency Worker, or the passing of any information by the Hirer about an Agency Worker to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and supersede any other agreement in writing by a director of the Employment Business, these Terms prevail over any terms of business or purchase conditions (or otherwise) put forward by the Hirer.

2.3. Subject to clause 6.2, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.

2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing Agency Workers for Assignments with the Hirer.

### 3. HIRER OBLIGATIONS

3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:

- the type of work that the Agency Worker would be required to do;
- the number of workers required;
- the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position;
- any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;
- the date the Hirer requires the Agency Worker to commence the Assignment; and
- the duration or likely duration of the Assignment.

3.2. The Hirer 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 Hirer will not do anything to cause the Employment Business to be in breach of its obligations under those Regulations. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business of this requirement before the commencement of the Assignment other than very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.

3.3. The Hirer will comply with its obligations under Regulations 12 (Rights of agency workers in relation to access to collective facilities and

amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.

3.4. To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request:

- to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
- if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Hirer via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;
- to inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment;
- 3.4.3.1. completed 2 or more assignments with the Hirer;
- 3.4.3.2. completed at least 1 assignment with the Hirer and 1 or more earlier assignments with any member of the Hirer's Group; and/or
- 3.4.3.3. worked in more than 2 roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role;
- 3.4.4. save where the Agency Worker will not complete the Qualifying Period during the course of the Assignment, to;
- 3.4.4.1. provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
- 3.4.4.2. inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
- 3.4.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and
- 3.4.4.4. inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced.

3.5. The Hirer will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.

3.6. The Hirer warrants that:

- all information and documentation supplied to the Employment Business in accordance with clauses 3.4 and 3.5 is complete, accurate and up to date; and

- it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.4 and 3.5.
- Without prejudice to clauses 14.7 and 14.8, the Hirer shall inform the Employment Business in writing of:
- 3.7.1. oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and
- 3.7.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker as soon as possible but not later than 3 calendar days from the day on which such oral complaint is made or to written complaint or request is received by the Hirer and the Hirer will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Hirer will provide the Employment Business with a copy of any such written statement.
- 3.8. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

3.9. The Hirer will ensure that the Agency Worker is not engaged in any work which is prohibited by law or which would be less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for its intended purpose nor dividend to any third party, the Hirer does not intend to engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

8.4. Where prior to the commencement of the Hirer's Engagement other than via the Employment Business the Employment Business and the

or introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and:

- the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period;
- where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.

The Transfer Fee will be calculated as follows:

- The transfer Fee referred to in clause 8 shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the amount of the Transfer Fee then the Employment business shall be entitled to charge a fee calculated as follows 10% of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement or if the actual amount of the Remuneration is not know the hourly charge, multiplied by 250.
- The Period of Extended Hire referred to in clause 8 before the Hirer Engaged an agency worker, shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the length of the period of extended Hire then the period shall be 13 weeks.

8.2. If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving 13 week's written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule 2.

During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which she has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for its intended purpose nor dividend to any third party, the Hirer does not intend to engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

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8.4. Where prior to the commencement of the Hirer's Engagement other than via the Employment Business the Employment Business and the

or introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and:

- the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period;
  - where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.
- The Transfer Fee will be calculated as follows:
- The transfer Fee referred to in clause 8 shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the amount of the Transfer Fee then the Employment business shall be entitled to charge a fee calculated as follows 10% of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement or if the actual amount of the Remuneration is not know the hourly charge, multiplied by 250.
  - The Period of Extended Hire referred to in clause 8 before the Hirer Engaged an agency worker, shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the length of the period of extended Hire then the period shall be 13 weeks.

8.2. If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving 13 week's written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule 2.

During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which she has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for its intended purpose nor dividend to any third party, the Hirer does not intend to engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

8.4. Where prior to the commencement of the Hirer's Engagement other than via the Employment Business the Employment Business and the

Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Hirer Engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

8.5. No refund of the Transfer Fee will be paid in the event that the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates before the end of the fixed term referred to in clause 8.4.

8.6. VAT is payable in addition to any Transfer Fee due.

### 9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

9.1. Where:

9.1.1. the Agency Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or where the Assignment involves working with, caring for or attending one or more Vulnerable Persons the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Agency Worker; and

9.1.2. the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will in addition take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of two references from persons who are not relatives of the Agency Worker and who have agreed that the references they provide may be disclosed to the Hirer; and such other reasonably practicable steps as are required to confirm that the Agency Worker is suitable for the Assignment, if the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.

9.2. The Hirer shall advise the Employment Business at the time of introducing the Employment Business to supply an Agency Worker whether during the course of the Assignment, the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable.

9.3. The Hirer shall ensure the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 and to allow the Employment Business to select a suitable Agency Worker for the Assignment.

9.4. In particular in the event that the Hirer removes an Agency Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

### 10. UNSUITABILITY OF THE AGENCY WORKER

10.1. The Hirer undertakes to supervise the Agency Worker sufficiently to ensure the Hirer's satisfaction with the Agency Worker's standards of work. If the Hirer removes the Agency Worker from the Assignment because the Agency Worker are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Agency Worker. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Hirer has notified the Employment Business immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates:

- within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or
  - within 2 hours for Assignments of 7 hours or less;
- and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 10.2. The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Agency Worker assigned to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Hirer shall remain liable for all such Charges incurred prior to the termination of the Assignment.
- 10.3. The Hirer shall notify the Employment Business immediately and without delay and in any event within 2 hours if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

### 11. TERMINATION OF THE ASSIGNMENT

Any of the Hirer, the Employment Business or the Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 6 above).

### 12. CONFIDENTIALITY AND DATA PROTECTION

12.1. All information relating to an Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party. The Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

12.2. The Employment Business undertakes