

Timesheet



Name _____ Date (week ending Friday) _____

School _____

Assignment _____ Teacher Nursery nurse TA

Monday _____	Tuesday _____	Wednesday _____	Thursday _____	Friday _____	Total number of days worked
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Please tick to confirm that you have completed the following:

- Books marked Room clean & tidy Notes left for teacher

Reported incidents _____

<p>School statement</p> <p>We the school hereby confirm that the above teacher has worked the period stated satisfactorily. We agree to pay Vibe Teacher Recruitment Ltd.'s resulting invoice in full and in accordance with the terms of payment as set out in the Terms and Conditions of Business. Furthermore, I fully understand and agree to abide by all such Terms and Conditions of Business as stated on the reverse of this timesheet.</p> <p>Name _____</p> <p>Position _____</p> <p>Signature _____</p>	<p>Teacher statement</p> <p>I hereby confirm that I have worked the period stated above and have been allocated all entitled rest periods. Additionally, I confirm that I have adhered to all proper procedures and conduct during this period as set out by Vibe Teacher Recruitment Ltd. and the school. Furthermore, I confirm that I have duly notified Vibe of any work that I have carried out for any third party.</p> <p>Signature _____</p> <p>Date _____</p>
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White copy **School**

Pink copy **Vibe**

Blue copy **Teacher**

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Note: Timesheets & pay enquiries must be received by Tuesday

Vibe Teacher Recruitment Limited

Terms and conditions of business for the supply of temporary workers

1. These Terms and Conditions of Business ("the Terms"), along with the booking detail, shall form the entire agreement between Vibe Teacher Recruitment Limited ("the Company") and the School ("the Client"), for the supply of a Temporary Worker ("the Contractor").
2. Pending signature of this agreement, these Terms are deemed to be accepted by the Client by act of its request for, an interview with, or engagement of the Contractor (which term includes employment or use, whether under a contract of service or under any agency, licensee, franchise or partnership agreement).
3. These Terms shall prevail over any terms of business or purchase conditions, either previous, or proffered by the Client, and no changes can be made to these Terms without authorisation by a Director of Vibe.
4. The Company will take all reasonable measures to provide the Client with a Contractor who has the specified skills required for the assignment, as outlined by the Client in the booking details.
5. Prior to the Contractor commencing the assignment:
 - a. The Client is responsible for accepting that their experience, skills and qualifications are satisfactory for the assignment.
 - b. The Client agrees to provide sufficient notice (7am on the day of the assignment) to the Company, in the event of cancellation of the assignment.
6. The Company is not liable for any loss, expense, damage or delay incurred from the negligence, dishonesty, misconduct or lack of skill of the Contractor.
7. The Client accepts all responsibilities for the supervision, management and control of the Contractor at all times during an assignment, ensuring the Contractor performs at the Clients' required standards. The Client accepts sole responsibility for all acts, errors and omissions of the Contractor during the assignment, as if the Contractor was an employee of the Client, and shall incessantly indemnify the Company against any costs, claims or liabilities incurred by the Company, arising out of the assignment.
8. The Client agrees to (excluding deductions referred to in clause 11) comply with all statutes, by-laws, codes of practice and legal requirements which ordinarily apply between the Client and their employee, including the provision of sufficient insurance cover throughout the assignment for the Contractor.
9. The Contractor shall work on, or from, the Clients premises whilst engaged on the assignment, and under the supervision, management, direction and control of the Client. Accordingly, the Client will:
 - a. Treat the Contractor for the purposes of "the Regulations" (Working Time Regulations 1998) as if they were their own employee (excluding monitoring and record keeping obligations).
 - b. Ensure it does nothing to cause the Company to be in breach of the Regulations.
 - c. Provide full details within the booking specification of the nature of work, the work pattern and any significant health and safety matters, which assist the Company in complying with its obligations under the Regulations.
 - d. Inform the Company of any proposed increase to the Contractors working hours, or any proposed changes to the Contractors work pattern as described in the booking specification.
 - e. Ensure that the Contractor receives adequate rest breaks, including a break of between 20 minutes and one hour where the Contractor will be working in excess of 6 hours during that day, and their full entitlement to Daily and Weekly Rest Periods as detailed in the Regulations.
10. The Contractor will submit at the end of each assignment a timesheet to the Client, which the Client shall verify and sign, confirming to the Company that:
 - a. The Contractor has worked in accordance with the requests of the Client for the period indicated on the timesheet.
 - b. The Contractor has received their statutory entitlements to rest breaks and rest periods under the Regulations.
 - c. Failure to sign the timesheet shall not alter the Clients liability to pay for the period worked by the Contractor.
11. The daily or half daily fees, as well as any other expenses ("the Fees"), due to the Company from the Client, in respect to the provision of the Contractor, will be confirmed at the time of booking. The Company will invoice the Client on a weekly basis for such Fees based on the certified period worked on the timesheet, together with the employer's National Insurance Contributions, the Company's service charge and VAT on the entirety of these charges at the appropriate rate.
12. The Client will pay the Fees to the Company upon receipt of the invoice. If payment of any Fees is overdue by 30 days or more, the Company may:
 - a. Charge interest on any overdue payments at a rate of 3% above the base rate from time to time of Lloyds Bank, and / or
 - b. Charge on an indemnity basis for all collection costs incurred as a result of instructing a solicitor or collection agency to recover the outstanding payment.
13. The Company will deduct Income Tax under PAYE and National Insurance contributions from the fees due to the Contractor as required by Section 134 of the Income and Corporation Taxes Act 1988 before paying the balance to the Contractor. An exception to this is when a Contractor registers with the Company as a 'Limited Liability Company'.
14. If, following the introduction of a Contractor to the Client, an assignment is not resultant, is terminated or is not completed through the Company, but the Client further engages the services of the Contractor, an "Introduction Fee" shall be payable to the Company. Such fee will be fair and reasonable (generally 15% of the Contractors annual salary and other entitlements), but at the sole discretion of the Company.
15. The Client will not allow or suggest to the Contractor that they accept an assignment of similar nature with the Client through another employer without written consent of the Company. Consent will only be given by the Company upon receipt of an Introduction Fee.
16. In a situation where an Assignment is terminated due to the services of the Contractor providing a service that is deemed unsatisfactory, the Client shall inform the Contractor immediately. The Client will then inform the Company immediately by telephone, detailing the reasons for termination, with further confirmation in writing within 48 hours.

Disclaimer

Whilst every effort is made by Vibe to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary workers and further to provide them in accordance with the Client's booking details, Vibe is not liable for any error, act, omission, loss, expense, damage or delay arising from 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. The Client agrees to be responsible for all acts, errors, or omissions of the Temporary worker, whether wilful, negligent or otherwise as though the Temporary worker was on payroll of the Client, including the provision of adequate Employers' and Public liability insurance cover.

These Terms of Business are governed by UK and English law and are subject to the exclusive jurisdiction of the UK and English courts.