

BOOKING FORM

COMPANY NAME:	
REGISTRATION NUMBER:	LTD <input type="checkbox"/>
(SELECT CRITERIA) NEW CUSTOMER <input type="checkbox"/> NEW BOOKING <input type="checkbox"/>	
INVOICE ADDRESS:	
POST CODE:	
TELEPHONE NUMBER:	FAX NUMBER:

BOOKING CONTACT:	POSITION IN COMPANY:
DIRECT DIAL/MOBILE No:	
Who is authorised to agree payment terms:	Name: Tel No:

BOOKING DATE:	START DATE:
JOB TITLE:	No REQUIRED:
LENGTH OF JOB:	

Will deductions apply to the invoice ie CITB levy/CIS Deductions	No If CITB levy is applied - we will raise a monthly credit to cancel the CITB levy off the ledger. You will need to build this deduction into your rates.
Is a Purchase Order Number required	Yes/No - If Yes, the computer system indicator in your front end package needs ticking to ensure that a PO number is always entered. If you do not have a front end package, we will do this in our payroll system.

SPECIAL INVOICE REQUIREMENTS? Do invoices need splitting by: Please circle

Site	location	Department	Job	Other
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JOB LOCATION/ADDRESS *(if different from Invoice address)*:

POST CODE:

JOB DESCRIPTION/ADDITIONAL INFORMATION:

AGREED RATE: £	OVERTIME RATE2: £
OVERTIME RATE1: £	OVERTIME RATE3: £

NAME OF AGENCY: Highfield Search

NAME OF CONSULTANT:

“We /I confirm that all details above are correct and that all operatives will be provided in accordance with the terms and conditions of business which are set out overleaf” I confirm that no other terms form part of this contract.

In signing below I confirm I am authorised to sign these Terms for and on behalf of the Hirer.

Signed on Behalf of **Highfield Search Ltd** _____ Date _____

Signed on Behalf of Hirer _____ Date _____

Name (In Capital Letters) _____ Position _____

Please send back to credit@easypayservices.co.uk. Thank you for your co-operation.

- 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.
- 10.3 The Hirer shall assist 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 as applicable and to allow the Employment Business to select a suitable Agency Worker for the Assignment.
- 10.4 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 the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.
11. UNSUITABILITY OF THE AGENCY WORKER
- 11.1 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 reasonably considers that the services of 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.
- 11.2 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 supplied 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 Charges incurred prior to the termination of the Assignment.
- 11.3 The Hirer shall notify the Employment Business immediately and without delay and in any event within 4 hours if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.
12. TERMINATION OF THE ASSIGNMENT
- 12.1 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).
13. CONFIDENTIALITY AND DATA PROTECTION
- 13.1 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, other than Easyday, and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.
- 13.2 The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).
- 13.3 Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.
14. INTELLECTUAL PROPERTY RIGHTS
- All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Hirer. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.
15. LIABILITY

- 15.1 Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability by the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 15.2 Agency Workers supplied by the Employment Business pursuant to these Terms are engaged under contracts for services. They are not employees of the Employment Business but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Agency Worker, whether wilful, negligent or otherwise as though the Agency Worker was on the payroll of the Hirer.
- 15.3 The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.
- 15.4 The Hirer will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 8 above), including in particular the provision of adequate Employers' and Public Liability Insurance cover for the Agency Worker during all Assignments.
- 15.5 The Hirer undertakes not to request the supply of an Agency Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.
- 15.6 The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Hirer.
- 15.7 The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.
- 15.8 If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.
16. NOTICES
- All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.
17. SEVERABILITY
- If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.
18. GOVERNING LAW AND JURISDICTION
- These terms are governed by the Law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1: "COMPARABLE EMPLOYEE", "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

"Comparable Employee" means as defined in Regulation 5(4) of the Agency Workers Regulations being an employee of the Hirer who:

- works for and under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skill; and
- works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
 - the break is:
 - for any reason and not more than six Calendar Weeks;
 - wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (ii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - ordinary, compulsory or additional maternity leave;
 - ordinary or additional adoption leave;
 - ordinary or additional paternity leave;
 - time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
 - for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
 - the Agency Worker returns to work in the same role with the Hirer,
- any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(v)i, ii, or iii, for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- supplying individuals to work temporarily for and under the supervision and direction of hirers; or
 - paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.
- Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

SCHEDULE 2: TRANSFER FEES

- 1.1
- The Transfer Fee referred to in clause 9 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: 15 % 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 known, the Charges multiplied by 300.
 - The Period of Extended Hire, referred to in clause 9, before the Hirer Engages 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 12 weeks.