



# CONTRACTORS' HANDBOOK

Personal Services Company Edition



## **Contracting through expand**

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Welcome to expand! We hope that the following details will answer many of the common queries that we field on a day-to-day basis. If anything isn't covered here, please contact **Matt Harding** on **01273 668 714**. Alternatively email [matt.harding@expandrecruitment.com](mailto:matt.harding@expandrecruitment.com) expand provides a range of IT related services including managed software development, recruitment, products and training.

## **What do you require for my contract?**

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At the start of the assignment, we require the following:

- a) The contract documents signed on behalf of the Company providing the services, i.e. the umbrella company ("the Company"). Please note that we cannot process invoices until the contract is returned, signed by both parties.
- b) A Certificate of Incorporation and VAT Registration Certificate (if applicable) for the Company.
- c) Bank/Building Society account details, by completing the attached form and returning it to us.

## **How do I record the work carried out?**

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Time spent on Client projects is to be recorded on timesheets (sometimes known as 'progress reports'), which have been sent direct to the contractor. The expand timesheet is a three -part document that, when it has been completed and signed by an authorised signatory of the Client (as defined on the Contract) is to be distributed as follows:

**White copy** - to be returned to expand Recruitment attached to your fee invoice and send to: [chrissie.pusey@expandrecruitment.com](mailto:chrissie.pusey@expandrecruitment.com)

**Pink copy** - give to the Client

**Yellow copy** - to keep for your records

**Please ensure the name of the person working on the assignment is clearly written on all timesheets.**



## **How are fees invoiced?**

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We process invoices on a monthly basis, provided that these are supported by authorised timesheets and/or expense claims.

We will notify you of any specific Client progress report/invoicing cycle requirements and it is important that your invoicing falls into line with these requirements.

The contract sets out the basis on which the Company should invoice fees, i.e. daily or hourly. Where fees are based on a daily rate, it is essential that the timesheet authorised by the Client shows the number of days worked. This should be shown in one of two ways:

- Complete the timesheet in days – making sure you clearly mark it as “days”.
- Should the Client require them to show the actual hours worked, yet invoicing will still be before days, please write clearly on the timesheet the number of days the hours equate to.

## **Invoicing cycle**

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In order to assist clients in monitoring the status and cost to date of projects, please ensure you submit invoices and timesheets by 2 pm on the Tuesday after the end of the period to which these relate. This will also ensure that you are paid on time

If the invoices and timesheets are submitted after the cut-off time then the payment to you will be delayed to the following payment run. Where invoices and timesheets are submitted more than four weeks after the end of the period to which they relate, we will not make a payment to you until the client has confirmed agreement to us.

Unless stated otherwise in the contract, invoices must be submitted for a period up to the last Friday of the month. Please do not submit invoices mid month to mid month. Where more than one timesheet is submitted, please do not submit a separate invoice for each week.

Invoices submitted must contain certain minimum information. If you are in any doubt about the way in which you should present the details of the services provided, please take independent professional advice.



How and when does expand make payment?

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Our payment method is by BACS, directly into the Company's bank account. Payment by BACS is independent of postal delays and gives cleared funds on a determined date.

For security reasons, we require the bank details to be in writing, on our BACS Agreement Form, which will be supplied to you if we haven't got your details already. You must ensure all details are fully completed. Our systems can handle most bank and building society accounts, although in the case of the latter we may require additional details. Please note that we cannot make payment other than to the account of the Company.

We run a regular processing cycle, with a cut-off time for the receipt of invoices and progress reports of 2pm on Tuesdays.

Instructions to our bankers to pay against all timesheets/invoices received by this time will be made the following Thursday.

Please refer to the processing schedule in Appendix 1. When these instructions are given, we will send you a remittance advice setting out the details of the payment made.

If for any reason invoices/timesheets miss the above runs they will be processed the following week.

What if I have a query on an invoice of payment?

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Please contact Anna Ecclestone on 01273 668 700 or email

[anna.ecclestone@expandrecruitment.com](mailto:anna.ecclestone@expandrecruitment.com).

Please note that in order to preserve the confidentiality of personal details we may not be able to answer your queries on the telephone or email. We may find it necessary to ask questions to confirm your identity, after which we will be able to confirm, rather than provide, information.

Queries as to whether or not timesheets/invoices have been received for a particular week's payment should be made by 2pm on Tuesday, at which point we may ask you to fax copies of any items not yet received.

Where adjustments are made, we will require the Company to re-submit corrected invoice documentation, to ensure that our records are complete.



## Can I fax and/or email you timesheets and invoices?

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Yes. Please use the following methods:

**Fax: (0) 871 661 5474**

**Email: [chrissie.pusey@expandrecruitment.com](mailto:chrissie.pusey@expandrecruitment.com)**

## What happens if I don't provide services?

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As a matter of courtesy, the contractor should notify their Client project manager or equivalent in any instance where services cannot be rendered due to sickness or other reasonable cause. This should be done not only on the first day of absence, but on a daily basis, unless instructed otherwise.

Where no individual provided by the Company is to be on site due to either holiday commitments or other project commitments, this must be notified in advance to the Client and alternative arrangements made when required to ensure the assignment is duly completed to the satisfaction of the Client. Reasonableness and professionalism dictate the advance notice. Please note your period of leave on your timesheet so we don't chase you for missing time/data.

## Problems

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Your first point of contact for any problems, other than queries on payment of invoices is **Matt Harding** who helped secure the position with our Client.

In the unlikely event that you have a difficulty that cannot be resolved by the Business Consultant (Matt Harding), or you find it necessary to escalate your query, please contact expand Director **David Leen** on **(0) 1273 668 706** or email [david.leen@expandrecruitment.com](mailto:david.leen@expandrecruitment.com)



## Code of Conduct

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We require all Companies provided to our Clients to ensure that any individuals engaged on assignment abide by the following code of conduct.

1. To be aware of and adhere to all Client and site regulations and requirements, working standards and procedures.
2. To dress in a manner appropriate to the site.
3. To be courteous at all times to Client's employees, suppliers and customers.
4. To exhibit professionalism through punctuality, time - keeping, commitment and general conduct.
5. To make the Client aware of any problems or difficulties that present themselves regarding work. If a speedy and satisfactory resolution is not possible, please notify your RDF Business Consultant.
6. If you are unable to attend the Client site for any reason, make absolutely sure that this is communicated promptly to the Client.
7. When you are proposing to take leave make sure that this is agreed with the Client well in advance and that it takes into account the work schedule under the assignment.

## Equal Opportunities & Discrimination

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expand is committed to being an equal opportunities employer. expand aims to recruit, develop and promote the best people for the job irrespective of sex, marital status, home and family responsibility, sexual orientation, age, race, ethnic or national origin, religious belief or disability, and will not tolerate any direct or indirect discrimination or harassment of any employee.

expand expects all sub-contractors, third party consultants, consultancies and companies, including any officer, employee or representative thereof, assigned or engaged by expand to work on a Client site to adhere to the principles of this policy and to behave at all times in a non-discriminatory manner.

Should any sub-contractor or third party consultant feel that they have been subjected to discrimination or harassment by any employee or representative of expand or its Clients, this should be directed in the first instance to **David Leen**, expand Director. Definitions of indirect and direct racial and sexual discrimination are available upon request.



## Liability Insurances

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All Companies operating within the UK have an obligation to hold Employers' Liability Insurance (as required by Compulsory Insurance Act (Employers' Liability) 1969). This applies to all Companies, including Sole Trading Limited Companies.

In addition, the recommended level of Public Liability Insurance is at least £2 million. This covers liability for injury to third parties (i.e other than employees) and for accidental damage to third party property.

We are increasingly seeing contracts where we are obliged to ascertain whether such insurances are in place and you may find that a Client will ask you directly for evidence of insurance cover. You should also have Professional Indemnity cover as stated in the contract. We would recommend that if you do not currently have the above insurances, you contact your broker to ensure that you have the cover required by law and appropriate to the Company.

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### **Comments**

Should you have any comments with regard the quality of any of the documentation you have received, please contact Matt Harding on (0) 1273 668 714, alternatively email [matt.harding@expandrecruitment.com](mailto:matt.harding@expandrecruitment.com) or David Leen on (0) 1273 668 706, alternatively email [david.leen@expandrecruitment.com](mailto:david.leen@expandrecruitment.com)

### **IR35**

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IR35 may apply to the company supplying services. Our recommendation is that you should always seek appropriate financial advice on the circumstances and implications of the assignment.

For example, where this falls within IR35, then it is essential to ensure the proper compliance, returns and payments are made as and when due. If not it is equally important to be able to provide evidence to prove, on Inland Revenue investigation, that you do not fall within IR35.

You should also be aware that we are required to make a return of all payments made to Companies House each tax year in respect of your services, so the Inland Revenue has information available to cross check to the company's tax return.



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### **European Working Time Regulations**

The Working Time Regulations, effective since October 1998, implemented the European Time Working Directive into UK law.

This is primarily health and safety legislation and the intention is to protect workers from the risks that arise from working excessively long hours for long periods without breaks.

The opinion of REC (Recruitment and Employment Confederation) is that individuals who work through their own or umbrella Companies are not within the definition of “workers” of expand although they do fall within the definition of “worker” of the Company through which they operate. As such the responsibilities for adherence, record keeping etc does not rest with expand but with the Company through which each individual works.

Under the provisions, where the worker can determine his or her own working time, that worker will be excluded from all the provisions of the Regulations apart from those relating to holidays. Given the nature of many contracts, it is not certain as to whether this exclusion would apply.

You are advised to consult your professional advisors regarding compliance. As it is a health and safety issue, your Company records can be inspected at any time and failure to comply or show compliance can result in penalties. The Regulations provided that all workers should be entitled to:

- A maximum average working week (inclusive of overtime) of not more than 48 hours (the averaging period to be 17 weeks or longer in some cases).
- A 20 minute rest break where the working day is longer than 6 hours (30 minutes rest in the case of young workers, aged 15-18 years)\*.
- A minimum daily rest period of 11 consecutive hours in each 24 hour period (12 hours rest in the case of a young worker)\*.
- A restriction of 8 hours night work in every 24 hour period, the restriction of 8 hours to be averaged except where the work involves special hazards or heavy physical or mental strain in which case it can never exceed 8 hours.
- Free health assessments (and capacities assessments in the case of young workers) prior to the workers being assigned to night work and at regular intervals thereafter.
- Four weeks of paid annual leave. Apart from the excluded sectors, no opting out of the annual leave provisions, no carrying over holiday from one annual leave year to the next and no payments in lieu except on “termination of employment”.



- Protection through the Employment Tribunals (the new Industrial Tribunals) from suffering detrimental treatment of dismissal by the employer for taking entitlements under the Regulations.

- All “employers” under the Regulations are required to keep records to show that they have complied with their obligations.

### **Health & Safety**

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All Clients will have a written Health & Safety Policy as required by law. All individuals on assignment must refer to this document and familiarise themselves with their responsibilities under this policy. It is essential that the individual on assignment does not undertake any task, which is outside the scope of the works schedule.

### **Appendix 1 – Timesheet Processing Calendar 2008**

Month	Last ..... Of the Month	Timesheets Due By	Instructions to Bank	Bank Holiday
January 2008				
February 2008				
March 2008				
April 2008				
May 2008				
June 2008				
July 2008				
August 2008				
September 2008				
October 2008				
November 2008				
December 2008				