



INTRODUCTION

Congratulations on securing your new contract position with Genesis.

Genesis prides itself on providing a high quality service to its clients and candidates and ensures that it complies with all applicable codes of practice, standards and regulatory requirements. Genesis is a member of the Recruitment and Employment Confederation and has also achieved accreditation to ISO 9002.

Whether you are a 'first time' contractor or are an experienced consultant, please read through the following information and keep it safe as it not only provides you with a complete record of the documentation that you will need to provide us with, but it also serves as a source of reference for contact points at Genesis, invoicing procedures etc.

YOUR ASSIGNMENT

Your Genesis consultant will have already briefed you with a detailed specification of the assignment you will be undertaking. If you are unsure or have any difficulties in fulfilling the assignment, please contact your representative.

CUSTOMER CARE

Genesis expects that each of its suppliers uses its best endeavours to promote and protect the interests of Genesis and its clients at all times during their assignment. Suppliers must be courteous and polite and act in a professional manner at all times.

DRESS CODE

Genesis suppliers must conform to standards of dress and appearance, which are appropriate to their positions and client contact. It is not possible to lay down in advance specifications of dress and appearance and you must therefore comply with a reasonable instruction in this respect.

On the first day of your assignment it is always better to dress in business attire as this will create a positive impression and will give you the opportunity to understand the local office culture.

HEALTH AND SAFETY

It is the policy of all Genesis's clients to provide and maintain safe and healthy working conditions, equipment and systems of work and to provide such information or training as required. Genesis suppliers must familiarise themselves and adhere to the health and safety policy within their allocated work place.

Suppliers must note that they have a duty in law to act responsibly and to take reasonable care for the health and safety of both themselves and others who may be affected by what you do (or leave undone).

USE OF EQUIPMENT, SOFTWARE AND MATERIALS

It is prohibited for any Genesis supplier to load or use software, which has not been provided by the client, on to the client's equipment (other than with the express written authority of the client).

Equipment, facilities or materials must not be removed from the client site without written permission from the client.

Suppliers are not permitted to inappropriately browse the internet on the client's equipment.

CONDUCT REGULATIONS

The Conduct of Employment Agencies and Employment Businesses Regulations 2003 came into force on 6th April 2004 for contractors working directly for an agency and on 6th July 2004 for limited company contractors. But how do they affect contractors and the way they work?

Several of the regulations deal with the way in which agencies conduct themselves with their workers. These have been primarily designed to protect those who are "misrepresented" by unscrupulous agencies, particularly within the low paid "blue collar" sectors such as cleaners etc, but they cover all workers without distinction, whether they are PAYE employed by the agency or employed via a personal service or managed service company.

However, after persistent lobbying from the Professional Contractors Group (PCG), the Recruitment and Employment Confederation (REC) and the Association of Technology Staffing Companies (ATSCo) among others, the Government added Regulation 32 to the final draft of the regulations. This gives contractors who are supplied through a limited

company, the opportunity to opt out of the regulations in their entirety.



Why should contractors opt out?

Although the regulations do provide certain added protection to contractors, there are several reasons why contractors may wish to opt out:

1. Many of the abuses that the regulations seek to outlaw are not practiced by the more reputable and professional agencies that dominate the higher end of the market, e.g. to only be paid when the agency receives payment from the end user client.
2. The regulations place a considerable additional burden on agencies in terms of administration and costs when processing a candidate. Agencies will therefore naturally favour contractors who have opted out.
3. The regulations imply an employment of one party over the other, giving the "worker" certain protection and rights. Such a relationship will undermine any attempt to argue that a contract that is subject to the regulations is not caught by IR35. This may prove very costly to an IR35 borderline contractor.
4. It is anticipated that many higher paid contracts will only be offered to "contracted out" candidates as end users will wish to impose certain contractual restrictions to protect their creative intellect. Such restrictions cannot be made unless an opt out is in force.
5. The PCG – the official mouthpiece of the professional contracting community – recommend their members to opt out of the regulations.
6. The regulations require detailed checking of a candidate's information, which must be completed before they are offered to an end user. Such verification will take some time to complete. Where candidates do not wish the regulations to apply, their details may be submitted without a delay. Vacancies may be filled on a "first come" basis.

Are there any restrictions on opting out?

For the opt out to be effective, the following conditions must be satisfied:

1. The opt out must be made by BOTH the limited company (the Supplier) and the worker (the Contractor).
2. The opt out must be in writing, therefore the opt out notice must be signed by both parties and returned to ourselves via scanned email or fax.
3. In addition, an opt out cannot be withdrawn once the work commences.

PRIOR TO COMMENCEMENT OF YOUR ASSIGNMENT

Contract Documentation

Your new assignment details have been passed to our contracts department in order to raise the contract paperwork. All paperwork will be sent to your limited company unless otherwise stated, however please note that the contract agreement must be signed by a director of the limited company.

As a limited company contractor we require the following documents **before we can make any payments to you.**

- Signed copies of the contract agreement
- A signed opt out notice (if applicable)
- A completed Starter Form and Bank Details (a form is enclosed at the back of this pack for your use)
- A copy of your Certificate of Incorporation and VAT registration (if applicable)
- A copy of your Certificate of Professional Indemnity Insurance
- Proof of ID i.e. a copy of your passport / driving licence

The above documents are acceptable via

Email: payroll@gcr.co.uk

Fax: 0870 889 7050

PLEASE NOTE THAT PAYMENTS CANNOT BE MADE UNTIL ALL CONTRACT DOCUMENTATION HAS BEEN RECEIVED. FAILURE TO PROVIDE ALL THE ABOVE DOCUMENTATION WILL RESULT IN DELAYED PAYMENTS TO YOU.



ON YOUR FIRST DAY

Your Genesis consultant will have provided you with details of where, when and to whom you need to report to on your first day. If you are unsure or have not received confirmation from your Genesis consultant please contact us.

If for any reason you are delayed on your first day please make sure you contact us as soon as possible in order for us to inform the client.

PAYMENT PROCESS

Genesis wishes to make sure that all suppliers receive accurate and prompt payment. In order to help us please take time to read the following information and make sure you provide us with all the relevant documentation.

Timesheets and Invoices

Enclosed with this information pack you will find a timesheet for your use. Timesheets are also available from our website www.gcr.co.uk Candidate Services – Candidate Contractor Services. Timesheets should be completed each week/month for all hours completed by the supplier and must be in a legible format. Any corrections will need to be signed by the client.

If you are hourly paid, please ensure that all hours entered on the timesheet are in 15 minute intervals. Timesheets received which contain hours worked that are not to the nearest 15 minutes, will be rounded up or down accordingly.

Once completed, the timesheet needs to be signed by the supplier and by an authorised signatory of the client.

Unless otherwise stated, authorised timesheets must be faxed to 0870 889 7050. Alternatively, authorised timesheets may be scanned and emailed to payroll@gcr.co.uk

An invoice then needs to be raised by your limited company. Invoices should clearly state the following information:

- ☐ The full registered name or your limited company, its registered address and invoicing address (if different)
- ☐ The Company registration number
- ☐ If you are registered for VAT, the VAT number must be clearly shown. If you fail to state the VAT number it will result in non-payment of VAT
- ☐ The hours you are claiming (as detailed on your timesheets) together with the relevant hourly or daily rate consistent with your contract.

A template for a Genesis invoice is available to download from our website www.gcr.co.uk Candidate Services- Candidate Contractor Services.

We accept invoices by email or fax to the following addresses:

Email: payroll@gcr.co.uk

Fax: 0870 889 7050

If you are operating under an Umbrella Company you will also need to provide them with a copy of your completed timesheets in order for them to raise an invoice to us.

Please note some Umbrella Companies may require you to complete alternative documentation/systems therefore please make sure you are familiar with all their requirements in order for us to make payments to you.

Any queries relating to timesheets and payments should be made to the Payroll Department on 020 7025 0137 or email to payroll@gcr.co.uk



Holidays

It is important that you inform us when you will be taking holiday. Our accounts department may delay payment of timesheets received because they are still waiting for a 'missing' (holiday period) timesheet. To make it clear when holiday has been taken, please submit a timesheet marked zero hours worked for the holiday period. This will ensure that all hours/days worked are paid promptly. Please note all holiday must be pre-arranged and approved by both the client and Genesis in accordance with your contract.

Expenses

Unless expenses have been authorised in writing by the client, Genesis are under no obligation to reimburse the supplier for any expenses incurred. However, if the client does authorise expenses you may claim these by submitting to Genesis the authorised expense form (usually obtained from the client) along with all relevant receipts and an invoice from your limited/umbrella company.

Payment and Transfer of Funds

Once timesheets and an accompanying invoice have been received and checked by our payroll department payments can be made.

Enclosed at the end of this information pack you will find a payment schedule detailing timesheet periods, deadlines for submitting timesheets and invoices, and the date funds will clear in your limited company bank account.

If you are utilising a management/umbrella company, a further 3 working days should be allowed for funds to clear into your own bank account.

Change of Details

If you change your address, limited company, bank or bank account details please inform your Genesis representative as soon as possible. These details will be passed to our contracts department and payroll departments in order to make sure that all correct documentation is updated and there are no delays in payments to you.