

TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

DEFINITIONS

1.1. In these Terms of Engagement, the following definitions apply:-
Assignment means the period during which the Temporary Worker is supplied to renders services to the Hirer. Each Assignment will end when the Temporary Worker ceases to be supplied to the Hirer or when is no longer available for work.
"AWW means the Agency Workers Regulations 2010.
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 Temporary 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;
"Employment Business Means Recruit 2 You Ltd
"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 or which the Agency Worker is supplied or introduced
"Qualifying Period" means the period as defined in Regulation 7 of the AWR when the Temporary Worker becomes entitled to the same basic working and employment conditions as defined in Regulation 5 of the AWR;
"Relevant Period" means (a) 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 (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by 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;
"Terms" means the terms and conditions set out herein together with any Assignment Schedule to these terms.
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.

2. THE CONTRACT

2.1. These Terms constitute a Contract for Services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. No contract shall exist between the Employment Business and the Temporary Worker between Assignments. These terms shall prevail over any other terms put forward by the Temporary Worker.
2.2. For the avoidance of doubt, the Temporary Worker is not an Employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay in accordance with clause 8.1. These Terms shall not give rise to a Contract of Employment between the Employment Business and the Temporary Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a Worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Temporary Worker rights in addition to those provided by statute except where expressly stated.
2.3. No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing and signed by both parties.

3. ASSIGNMENTS

3.1. The Employment Business will endeavor to obtain suitable Assignments for the Temporary Worker to work as a temporary Industrial/ Commercial / Logistics Operative.
3.2. The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business, and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category.
3.3. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that suitability shall be determined solely by the Employment Business.
3.4. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations 1998 shall be the date on which the Temporary Worker commences the first Assignment.
3.5. If during the course of an Assignment or during the Relevant Period after the end of an Assignment the Hirer wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Hirer an introduction fee or to agree an extension of the hiring period with the Hirer at the end of which the Temporary Worker may be employed direct by the Hirer without further charge to the Hirer.

4. COMPANY OBLIGATIONS

4.1. When an Assignment is offered to the Temporary Worker the Employment Business shall provide the Temporary Worker with an Assignment Schedule.
4.2. If a variation to the Assignment Schedule is agreed between the Temporary Worker and the Employment Business, the Temporary Worker shall be provided with a copy of the Assignment Schedule confirming the agreed variation by no later than 5 business days following the day on which the variation was agreed.
4.3. An Assignment Schedule may not be provided by the Employment Business to the Temporary Worker under the following circumstances:
4.3.1. Where the Temporary Worker is being offered an Assignment in the same position that they have undertaken within the previous five working days and the Assignment Schedule has already been provided to the Temporary Worker; or
4.3.2. Where the Assignment is intended to last for 5 consecutive working days or less and the Temporary Worker has previously received the Assignment Schedule on which the details remain the same. In such situation the Employment Business need only provide written confirmation of the identity of the Hirer and the likely duration of the Assignment. Where the Assignment subsequently extends the 5 working days, the Temporary Worker shall be provided with an Assignment Schedule within 8 days from the start of the Assignment.

5. TEMPORARY WORKER'S OBLIGATIONS

5.1. The Temporary Worker shall during every Assignment and afterwards where appropriate:
5.1.1. Co-operate with the Hirer's reasonable instructions and accept the direction and supervision of any responsible person in the Hirer's organisation;
5.1.2. Make themselves available to the Hirer for no less than the minimum working hours (the Assignment Work Pattern), shown on the provided Assignment Schedule.
5.1.3. Observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain.
5.1.4. Take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;
5.1.5. Not engage in any conduct detrimental to the interests of the Hirer or the Employment Business including any conduct from the Temporary Worker reasonably likely to be detrimental to the Hirer's custom or business and their reputation.
5.1.6. Conduct themselves in a professional manner, to dress according to Hirer requirements, wear any form of identification required and abide by all applicable laws.
5.1.7. At the end of the Assignment or when directed, return to the Employment Business, all property of the Employment Business or Hirer including but not limited to all equipment, material, documents and materials such as personal protective equipment or clothing safety boots;
5.1.8. Not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Hirer's or the Employment Business's employees, business affairs, transactions, or finances.
5.2. If the Temporary Worker is unable for any reason to attend work during an Assignment, he should inform the Hirer or the Employment Business within 2 hours of the commencement of the Assignment or shift. Where contact to the Employment Business is not possible the Temporary Worker is required to contact the Hirer at first possible opportunity.
5.3. Where the Temporary Worker becomes aware of any reason why they may not be suitable for an Assignment either before the commencement of or during the Assignment they shall notify the Employment Business immediately.
5.4. By commencing an Assignment, the Temporary Worker acknowledges that he/she is not aware of anything which will cause a detriment to the Employment Business and/or the interests of the Hirer by being engaged in such an Assignment. The Temporary Worker shall inform the Company immediately if he/she becomes aware of any circumstances which would render such engagement so detrimental it might affect the Hirer's willingness to accept the Temporary Worker's services.
S.S. The Temporary Worker warrants that all information provided to the Employment Business in regards to the right to work in the UK, experience, training and qualifications which may be required or considered by any professional body when determining whether to engage the Temporary Workers services, or which are required by law is true and compliant.
5.6. Prior to the commencement of the Assignment, the Temporary Worker shall notify the Employment Business if the Hirer is a previous employer whether this be directly or via another Employment Business or third party, if so, details of when and in what role(s), including details of any breaks between periods of work, and the reasons for such breaks.
5.7. Where a Temporary Worker has not received the same basic working and employment conditions (as defined in the AWR) as is/ she were directly recruited by the hirer, when s/ he is entitled access to collective facilities and amenities or to be informed of any relevant posts with the hirer, having completed the Qualifying Period for Assignment, the Temporary Worker should discuss this with the Employment Business or otherwise raise this in writing to the Employment Business.
5.8. The Temporary Worker acknowledges that any breach of their obligations under this clause may cause the Employment Business to suffer loss and they agree that the Employment Business reserves the right to make a claim for damages to recover such losses from the Temporary Worker.

6. TIME SHEETS

6.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.
6.2. Subject to clause 6.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Company has received payment from the Hirer for these hours.
6.3. Failure to submit a properly completed or authorised timesheet for hours worked may delay payment for those hours.
6.4. For the avoidance of doubt and for the purposes of the Working Time Regulations 1998, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities or duties for the Hirer as part of the Assignment. Subject to any amendments made to the Temporary Worker's basic working conditions during the term of this Agreement in compliance with Regulation 5 of the AWR, time spent travelling to the Hirer's premises, lunch breaks and other rest breaks shall not count as part of the Temporary worker's working time for these purposes.

7. REMUNERATION

7.1. The Employment Business shall pay to the Temporary Worker remuneration of the current National living wage, or above. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Section 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.
7.2. The Temporary Worker may by virtue of having completed the Qualifying Period for an Assignment be entitled under the AWR to an increase in his/her pay and other benefits and any such variation will be notified to the Temporary Worker in the Assignment Schedule.
7.3. Subject to any statutory entitlement under the relevant legislation referred to in clauses 8 and 9 below and any other statutory requirement, the Temporary Worker is not entitled to receive payment from the Employment Business or Hirers for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
8. STATUTORY LEAVE
8.1. Subject to any increased entitlement pursuant to the AWR, The Temporary Worker is entitled to paid annual leave for time worked during an Assignment according to the statutory minimum as amended occasionally.
8.2. The current statutory entitlement to paid annual leave is 5.6 weeks or, where relevant, as per the appropriate statutory minimum which applies to the role that the Temporary Worker is taking. All entitlement to leave must be taken during the leave year in which it accrues, and none may be carried forward to the next year.
8.3. Under the Agency Workers Regulations, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 8.1 and 8.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment document.
8.4. The Leave Year is the annual period I during which the Temporary Worker accrues and may take statutory leave and commences from the first date the Temporary Worker starts an Assignment and runs until the end of the Temporary Worker's Assignment.
S.S. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. Annual leave does not accrue for any time when the Temporary Worker is not working on Assignment.
8.6. Subject to clause 8.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of days which the Agency Worker has worked on Assignment.
8.6. Subject to clause 8.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request and receive paid leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Employment Business in writing of the dates of his intended absence. The amount of notice, which the Temporary Worker is required to give, should be at least twice the length of the period of leave that he wishes to take.
8.7. The Hirer may require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of times when annual leave cannot be taken.
8.8. Where a Bank Holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday may be taken as part of the Temporary Worker's paid annual leave entitlement.
8.9. Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 8.5 above.

9. SICKNESS ABSENCE

9.1. The Temporary Worker may be eligible for Statutory Sick Pay if (s)he meets the relevant statutory criteria.
9.2. The Temporary Worker is required to provide evidence of incapacity to work to the Employment Business, which may be a way of self-certification for the first 7 days of incapacity and providing a doctor's certificate thereafter.
9.3. For the purposes of the Statutory Sick Pay scheme the qualifying days for entitlement to payment are the days on which the Agency Worker is due to work on an Assignment. There will be no entitlement to Statutory Sick Pay when the Temporary Worker was not due to work on Assignment. Statutory Sick Pay is not payable for the first three qualifying days in a period of incapacity for work.
9.4. In the event that the Temporary Worker submits a Statement of Fitness for Work or similar medical evidence, indicating that the Temporary Worker is fit to return to work, The Employment Business under its discretion shall determine whether the Temporary Worker will be (a) placed in a new Assignment or (b) permitted to continue with the ongoing Assignment. The Employment Business may consult the Hirer and Agency Worker when determining whether the conditions set in the Statement can be met during the Assignment.

10. TERMINATION

10.1. The Employment Business or the Hirer may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.
10.2. The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
10.3. If the Temporary Worker does not inform the Hirer or the Employment Business [in accordance with clause 5.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 11.1 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with clause 5.2.
10.4. If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated the Employment Business will be entitled to terminate the contract in accordance with clause 10.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
10.5. If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of three weeks, the Employment Business will forward his P45 to his last known address.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require to give effect to its rights pursuant to this clause.

12. CONFIDENTIALITY

12.1. The Temporary Worker may, become privy to the confidential information of the Employment Business or the Hirer at which the Temporary Worker works on Assignment.
12.2. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
12.2.1. Unless required to do so in the proper performance of their duties, the Agency Worker must not divulge or communicate to any person; use for any purposes other than those of the Company or, as appropriate, any Hirer; or cause any unauthorised disclosure, through any failure to exercise due care and attention, of any confidential information relating to the Company or any Hirer.
12.2.2 The Agency Worker agrees to deliver up to the Hirer or the Company (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by them during the course of an Assignment.

13. DATA PROTECTION

13.1. Under these terms the Temporary Worker agrees that the Employment Business may collect, retain and process sensitive personal data such as medical information, gender and race (pursuant with the Data Protection Act 1998).
13.2. The Agency Worker warrants that in relation to these Terms, he shall comply strictly with all provisions applicable to him under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

14. GENERAL

14.1. The Company shall act as a Gangmaster (as defined in Section 4 of the Gangmasters (licensing) Act) when introducing the Agency Worker into Assignments with its Hirers to which this Act applies and as an Employment Business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Agency Worker into all other Assignments with its Hirers.
14.2. All notices which are required to be given in accordance with this Agreement 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 its posting; and if by email or facsimile transmission when that email or facsimile is sent.

15. PENSION

15.1. The Employment Business will comply with the employer pension duties in respect of the Agency Worker in accordance with Part 1 of the Pensions Act 2008

16. GOVERNING LAW AND JURISDICTION

16.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by and on Behalf of the Parties as Follows:

Signature of Temporary Worker:

Signature on Behalf of Employment Business:

Date:

Date:

