

# Terms of Engagement of Temporary Workers



## DEFINITIONS

In these Terms of Engagement the following definitions apply:-

- "Assignment"** means the period during which the Temporary Worker is supplied to render services to the Client;
- "Client"** means any person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the services of the Temporary Worker may be supplied by the Employment Business from time to time;
- "Employment Business"** means Options Employment (North) Limited and/or any subsidiary or associated company, acting for the purposes of this agreement as an employment business (as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003);
- "Temporary Worker"** means .....

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

## THE CONTRACT

Each Assignment provided to the Temporary Worker under these Terms constitutes a contract for services between the Employment Business and the Temporary Worker. However, despite the existence of this agreement, no contractual relationship shall exist between the Employment Business and the Temporary Worker between any such Assignments.

For the avoidance of doubt, these Terms shall not give rise to a contract of partnership, agency or employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, even though the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 4.1

No variation or alteration of these Terms shall be valid unless approved by the Employment Business and the Temporary Worker in writing.

No fees are payable by the Temporary Worker under this agreement.

## ASSIGNMENTS

The Employment Business will endeavour to obtain suitable Assignments for the Temporary worker to work as a:

.....

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 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.

Nothing in this agreement binds the Temporary Worker to supply his services only via the Employment Business.

Prior to any Assignment being offered to the Temporary Worker, he must show to the reasonable satisfaction of the Employment Business (a) of his identity and his right to work lawfully in the UK; and (b) that he has the requisite skills, experience, training, qualifications and any authorisation by a professional body necessary to perform the role the Client wants.

The Employment Business is, by law, under an ongoing duty to inform the Client without delay and end the supply of the Temporary Worker if it receives information which gives it reasonable grounds to believe that the Temporary Worker is unsuitable for the role assigned to him.

## REMUNERATION

The Employment Business shall pay to the Temporary Worker remuneration for his working time (as referred to in clause 6.2 below) calculated at a minimum hourly rate £ .....(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 Class 1 National Insurance Contributions and Income Tax pursuant to s134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Employment Business may be required by law to make. Where hours are worked in accordance with this agreement and any Assignment-specific terms then the Employment Business will pay that remuneration whether or not it in turn is paid by the Client for those hours.

Subject to any statutory entitlement under the relevant legislation as amended from time to time and unless otherwise agreed, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for the time not spent on Assignment, whether in respect of rest breaks, holidays, illness or absence for any other reason.

## STATUTORY LEAVE

For the purposes of calculating entitlement to leave under this clause, leave entitlement commences on the date that the Temporary Worker starts on Assignment. The leave year ends on the anniversary of the first Assignment.

Under the Working Time Regulations 1998, the Temporary Worker is entitled 24 days' paid leave per year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.

Entitlement to paid leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours which they work on Assignments. Payments for annual leave will be calculated on the basis of rates paid during a client's normal working hours i.e., those which do not attract overtime rates of pay.

Where the Temporary Worker wishes to take any leave to which he is entitled during an Assignment, 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. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take up his notified leave entitlement.

None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker on contracts for services.

### **TIME SHEETS**

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 or is completed before the end of the week) the Temporary Worker is required to 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 Client. Failure to submit a time sheet for hours worked may delay payment for those hours.

For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he carries out activities or duties for the Client as part of the Assignment as verified by a timesheet signed in accordance with 6.1. Time spent travelling to the Client's premises, lunch breaks and other rest breaks or absences shall not count as part of the Temporary Worker's working time for these purposes.

The Employment Business undertakes to pay the Temporary Worker for his hours worked whilst carrying out activities or duties for the Client as part of the Assignment.

### **CONDUCT OF ASSIGNMENTS**

The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will: -

- co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;
- observe any relevant rules and regulations of the Client's establishment to which his attention has been drawn or which the Temporary Worker might reasonably be expected to understand or ascertain will apply;
- Conform to such hours of work as are laid down by the Client from time to time. ;
- take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the known Health and Safety policies of the Client;
- not engage in any conduct detrimental to the interests of the Client, including without limitation any conduct amounting to deliberate harassment or discrimination on the grounds of race, sex, disability, sexual orientation and/or religion/belief;
- not at any time divulge to any person, nor use for their own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances;
- at all times perform the services required from him with a reasonable degree of care and skill;
- Notify the Employment Business if the hours required by the Assignment coupled with any hours being worked by the Temporary Worker in any other capacity exceed 48 in any week.

If the Temporary Worker is unable for any reason to attend or remain at work during the course of an Assignment he should inform the Employment Business at least one hour before the commencement of the Assignment or shift, or immediately upon leaving work as appropriate.

The Temporary Worker should not accept any Assignment unless he understands what is required of him and is confident that he can provide the services required under it with a reasonable standard of accuracy and speed.

### **TERMINATION**

The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's work on any Assignment at any time. In that event he will have no claim for any remuneration past the point of termination.

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