

Terms of Engagement for Temporary Workers

1. Definitions

1.1 In these Terms of Engagement, the following definitions apply:-

“The Client” means the person, firm or corporate body engaging the services of the Temporary Worker.

“The Assignment” means the period during which the Temporary Worker is engaged to render services to the Client.

“Employment Business” means ASC Recruitment, of Abatec House, Oldmixon Crescent, Weston-super-Mare, North Somerset, BS24 9AX.

“Temporary Worker” means the <<CANDIDATE NAME>>

1.2 Unless the context otherwise required, reference 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 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. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

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

3. Assignments

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a <<JOB TITLE>>.

3.2 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.

3.3 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 shall be 01 October 1998 or the date on which the Temporary Worker commences the first Assignment, if later.

4. Remuneration

4.1 The Employment Business shall pay to the Temporary Worker remuneration 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 I 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.

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

4.3 The National Minimum Wage (effective from 1st October 2010) is currently:
£5.93 – aged over 21 years £4.92 – aged between 18-20 years

5. Statutory Leave

5.1 For the purposes of calculating entitlement to leave under this clause, the leave year commences on 01 July and terminates on 30 June each year, or on the date that the Temporary Worker starts an Assignment or a series of Assignments which last for a continuous period of 13 weeks or more.

5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5.6 weeks’ paid leave per leave 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.

5.3 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. The amount of payment which the Temporary 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 hours which the Temporary Worker has worked on Assignment. Payments for annual leave will be calculated on the basis of rates paid during the Client’s normal working hours i.e. those which do not attract overtime rates of pay.

5.4 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. 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.

5.5 Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday shall count as part of the Temporary Worker’s paid annual leave entitlement.

5.6 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.

6. Sickness Absence

6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

7. Timesheets

7.1 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 or 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 Client. Failure to submit a time sheet for hours worked may delay payment for those hours.

7.2 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 is carrying out his activities or duties for the Company as part of the Assignment. Time spent travelling to the Company’s premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker’s working time for these purposes.

8. Conduct of Assignments

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

a) Cooperate with the Client’s staff and accept the direction, supervision and control of any responsible person in the Client’s organisation.

b) Observe any relevant rules and regulations of the Client’s establishment to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain.

c) Unless arrangements have been made to the contrary, conform to the normal hours of work currently in force at the Client’s establishment.

d) 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 health and safety policies of the Client.

e) Not engage in any conduct detrimental to the interests of the Client.

f) 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 Client or the Employment Business’ employees, business affairs, transactions or finances.

8.2 If the Temporary Worker is unable, or any reason, to attend work during an Assignment, he should inform the Client or the Employment Business by no later than 10:00am on the first day of absence to enable alternative arrangements to be made.

9. Termination

9.1 The Employment Business or the Client may, without notice and without liability, instruct the Temporary Worker to end an Assignment at any time.

9.2 The Temporary Worker may terminate an Assignment at any time immediately by informing the Employment Business.

9.3 If the Temporary Worker does not inform the Client or the Employment Business (in accordance with Clause 8.2) should they be unable to attend work during the course of any Assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with Clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with Clause 8.2.

9.4 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 9.1., if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

9.5. 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.

10. Law

10.1 These Terms are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

Signed	
Print Name	
Date	