

**CONTRACT WITH TEMPORARY WORKERS
(TERMS OF ENGAGEMENT/CONTRACT
FOR SERVICES)**

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply: –

“Assignment” means the period during which the Temporary Worker is supplied to render services to a Client;

“Client” means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;

“Employment Business” means [Your company name] of [address];

“Temporary Worker” means [name of Temporary Worker].

“Relevant Period” means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural.

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. 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 the Temporary Worker’s remuneration in accordance with clause 4.1.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a [supply teacher /instructor/ support worker/ nursery nurse *delete as applicable]. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

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 the suitability of the work to be offered shall be determined solely by the Employment Business; 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; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client and notified to the Employment Business in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary and which has been notified to the Employment Business or which are required by law to work in the Assignment.

3.5 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 the date on which the Temporary Worker commences the first Assignment.

3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

4. REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a daily rate of £[] for each day worked during an assignment to be paid weekly in arrears. The Employment Business shall in addition, accrue 10.1% of this daily rate for each Assignment, to be held by the Employment Business and paid to the Temporary Worker when any accrued statutory leave is taken in accordance with clause 5.

The remuneration paid to the Temporary Worker is subject to deductions in respect

of PAYE pursuant to Sections 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. By signing these terms the Temporary Worker confirms their agreement to all of the deductions referred to in this clause.

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 other reason unless otherwise agreed.

4.3 Travelling and other expenses are not automatically payable in relation to any Assignment and must be negotiated between the Temporary Worker and the Employment Business in advance of the Assignment in question. Where payment of expenses is to be made, this will be subject to production by the Temporary Worker of such receipts and other supporting documentation as may be required by the Employment Business prior to payment of such expenses.

5. STATUTORY LEAVE

5.1 The Employment Business’s leave year begins on 1st September each year and ends on 31st August in the following year.

5.2 The annual leave granted by the Employment Business will always be the statutory minimum as it is from time to time as accrued by the Temporary Worker as explained in clause 5.5. Under the Working Time Regulations 1998 (as amended), the statutory minimum annual leave is as follows:

•For work carried out between 1 September 2008 and 31 March 2009: 4.8 weeks.

•For work carried out from 1 April 2009 onwards: 5.6 weeks.

If the statutory minimum leave is subsequently decreased or increased then entitlement to leave will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.

5.3 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.

5.4 Where the Temporary Worker wishes to take paid leave during the course of a Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

5.5 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignments 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 the Assignment.

5.6 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

5.7 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 5.5 above, the Temporary Worker may, upon giving one week's notice, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement.

5.8 Where the Temporary Worker's contract with the Employment Business 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 5.5.

5.9 None of the rules 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 s/he meets the relevant statutory criteria.

6.2 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

7. PROVISION OF INFORMATION AS TO TIME WORKED

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 inform the Employment Business of the number of hours worked during the preceding week (or such lesser period).

7.2 Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary Worker fails to submit satisfactory details in accordance with clause 7.1 or there is a discrepancy with the details provided to the Employment Business by the Client the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 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 s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client'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 s/he does so, during every Assignment and afterwards where appropriate, s/he will: –

a) Co-operate with the Client's reasonable instructions 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 (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;

c) Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

d) Work at all times within minimum standards relating to child protection;

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 or her 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.

8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business by 7.30am at the latest on the day of the Assignment.

8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

9. TERMINATION

9.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

9.3 If the Temporary Worker does not inform the Employment Business in accordance with clause 8.2 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 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her 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 under clauses 9.1, 9.2 or 9.3 above the Employment Business will be entitled to terminate the Assignment 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/her availability for work for a period of [three weeks], the Employment Business will forward his/her P45 to his/her last known address.

10. CRIMINAL CONVICTIONS [AND DATA PROTECTION]

10.1 Temporary Workers are not entitled to withhold information about convictions or cautions which for other purposes are "spent" under the provisions of the Rehabilitation of Offenders Act 1974 as amended ("the Act"). Any information given will be completely confidential and will be considered only in relation to any Assignments to which the Act applies. Any failure to disclose such convictions may in appropriate cases result in termination of an Assignment.

10.2 An Enhanced Disclosure will be requested by the Employment Business from the Criminal Records Bureau in connection with each Temporary Worker. Temporary Workers from overseas must provide the Employment Business with an equivalent standard of criminal background check from the appropriate sources.

10.3 Information provided by the Temporary Worker in connection with this agreement and information contained within any CV given by the Temporary Worker will be used by the Employment Business to provide the Temporary Worker with work finding services. In providing this service the Temporary Worker consents to his/her personal data being included on a computerised database and consents to the Employment Business transferring the Temporary Worker's personal details to its clients. The Employment Business may check the information collected with third parties or with other information held by the Employment Business. The Employment Business may also use or pass to certain third parties information to present or detect crime, to protect public funds, or in other way permitted or required by law.

11. LAW

11.1 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 the Temporary Worker