

TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

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 the 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 Prochoice Recruitment Services Limited of 3rd Floor Century house, Chapel bar, Nottingham, NG1 6JQ;
"Temporary Worker" means (YOUR NAME): ...

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. 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.

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

3. ASSIGNMENTS

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

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

3.4. If during the course of an Assignment or within 6 months after the end of an Assignment the Client wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client an introduction fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be employed direct by the Client without further charge to the Client.

4. REMUNERATION

4.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £..... 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 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions 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 other reason unless otherwise agreed.

5. STATUTORY LEAVE

5.1 Holiday pay is accrued at a rate of 10.17% of your gross normal pay.

5.2 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the company's holiday year commences on the 4th April each year and ends on the 3rd April of the next year.

5.3. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 24 days paid leave per year including bank holidays. 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. For any leave accrued in March, Prochoice will allow this holiday to be taken up to the 30th April.

5.4 In accordance with EU Legislation, no payments will be made in lieu of holiday actually taken.

5.5. 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. 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.

5.5. In the course of any assignment the Temporary Worker is entitled to request leave for specific dates which has been accrued up until the seventh day before the leave is to be taken. Holiday application forms can be downloaded/printed from www.prochoicerecruitment.com or directly from the office.

5.6 The Employment Business reserves the right to refuse leave and will be at the discretion of Prochoice Recruitment.

5.7. 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 shall count as part of the Temporary Worker's paid annual leave entitlement.

5.8 The minimum holiday request is half a day (4 hours).

5.9. Where this contract is terminated by either party or a P45 is requested the accrued holiday must be requested in writing and taken before the P45 is issued. Once an employee has received their P45 no claims for holiday entitlement will be considered. It is the temporary workers responsibility to ensure that all holiday entitlement throughout the year is taken within the leave year and is not the Employment Business's responsibility to advise the temporary worker that they have not taken the holiday.

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.

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. TIME SHEETS

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 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 he does so, during every Assignment and afterwards where appropriate, he will:-

- co-operate with the Client's reasonable instructions 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 (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- 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 Client;
- not engage in any conduct detrimental to the interests of the Client;
- 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'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 he should inform the Client or the Employment Business within one hour of the commencement of the Assignment or shift.

9. TERMINATION

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

9.2. The Temporary Worker may terminate an Assignment giving a minimum of a weeks notice if already booked out on an assignment. The Temporary Worker may terminate this contract at any time with no liability if no assignments are outstanding.

9.3. If the Temporary Worker does not inform the client or the Employment Business [in accordance with clause 9.2] 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 from complying with clause 9.2.

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 work for the Employment Business, the Employment Business will forward his/her P45 to his/her last known address

10. Temporary to Permanent Hire.

10.1 If during the cause of an assignment or within three months after the end of assignment the client wishes to employ the temporary worker direct the temporary worker acknowledges that the employment business will be entitled to charge the client an introduction fee or to agree an extension of the temporary period with the client at the end of which the temporary worker may be employed direct by the client without further charge to the client.

11. **Data Protection and Referencing** I the undersigned give the Employment Business consent to pass onto any Client I may carry out work for any information I have given to them. I also voluntarily authorise the Employment Business to perform reference checks with my past employers, including my present employers if necessary.

12. 48 Hour Working Week Agreement

I have been provided with an opportunity to sign an opt out form for opting out of the Working Time week limits. I have voluntarily made my own decision on whether to sign or not to sign this form.

13. **Medical History.** I have been provided with a Medical Questionnaire and answered honestly and correctly to the best of my knowledge. I understand that if I do commence work and the information is later to be found untrue then I am liable for immediate dismissal. I will also inform the Employment Business of any changes to my medical record.

12. **Declaration.** I confirm that all information on my application is correct and that I may incur civil or criminal liability if attempting to obtain employment by deception or misrepresentation. I have divulged all criminal convictions other than those which are classed as spent as provided for under the Rehabilitation of Offenders Act 1974.

Date _____

Signed by the Temporary Worker

I understand that any false information or omissions made in my application may disqualify my application and could lead to a termination of any contract with Prochoice Recruitment Services Ltd. I certify that the information is true and complete and I am at least 16 years of age and legally entitled to leave school. By signing these terms I confirm that I legally have the right to work within the UK