



# Temporary Worker Agreement

**DATA PROTECTION AND REFERENCING** I the undersigned give Prochoice Recruitment Services (Prochoice) consent to pass on to any Client who have been notified to me, any details which may be relevant to obtaining work. I also voluntarily authorise Prochoice to perform reference checks with my past employers, including my present employers if necessary.

**48 HOUR WORKING WEEK AGREEMENT**

**Restriction** - The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an assignment with the Client in excess of the Working Week unless he/she agrees in writing that this limit should not apply.

**Consent** - The Temporary Worker hereby agrees that the working week limit shall not apply to the Assignment.

**Withdrawal of consent** -The Temporary Worker may end this agreement by giving the Employment Business one weeks notice in writing.

For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.

Upon the expiry of the notice period set out in clause 4.1 of the Prochoice Terms and Conditions, the Working Week limit shall apply with immediate effect.

**The Law**-These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Court of England and Wales.

I have been provided with an opportunity to sign an electronic opt out form 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.

**MEDICAL HISTORY.** I have completed an electronic 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 Prochoice of any changes to my medical record.

**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 in my electronic application other than those which are classed as spent as provided for under the Rehabilitation of Offenders Act 1974.

**TERMS AND CONDITIONS.** I confirm that I have read and agree to Prochoice Recruitment Service's Temporary Worker Terms and Conditions overleaf dated below, a copy of which has been given to me within the Prochoice Handbook..

Signed.....

Print Name..... Date.....2011.

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 overleaf I confirm that I legally have the right to work within the UK and agree to all the stipulated terms..

1. DEFINITIONS

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

- “Actual Rate of Pay” means the rate of pay which will be paid for each hour worked during an Assignment (to the Tax nearest quarter hour) weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions, any other deductions which the Employment Business may be required by law to make and, any Agreed Deductions;
- “Agreed Deductions” means any deductions the Temporary Worker has agreed can be made from their pay;
- “Assignment” means the period during which the Temporary Worker is supplied by the Employment Business to provide services to the Client;
- “Assignment Details Form” means written confirmation of the assignment details to be given to the Temporary Worker upon acceptance of the Assignment;
- “Client” 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 the Temporary Worker is supplied or introduced;
- “Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended);
- “Confidential Information” shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, 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, the Temporary Worker or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;
- “Employment Business” Prochoice Recruitment Services Limited of Century House, Chapel Bar, Nottingham
- “Engagement” means the engagement, employment or use of the Temporary Worker by the Client or by any third party to whom the Temporary Worker has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a limited company of which the Temporary Worker is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
- “Hourly Rate” means £5.93 per hour/per day] being the minimum rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Temporary Worker
- “Leave Year” means the period during which the Temporary Worker accrues and may take statutory leave commencing on 4<sup>th</sup> April and runs until the anniversary of that date;
- “Period of Extended Hire” means any additional period that the Client wishes the Temporary Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
- “Relevant Period” means (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client 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;
- “Temporary Worker” means \_\_\_\_\_ supplied by the Employment Business to provide services to the Client;
- “Transfer Fee” means the fee payable by the Client to the Employment Business if the Client wishes to Engage the Temporary Worker, as permitted by Regulation 10 of the Conduct Regulations;
- “Type of Work” means \_\_\_\_\_
- “Working Time Regulations” means the Working Time Regulations 1998 (as amended).

- 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 together with any applicable Assignment Details Form (“Terms”) constitute the entire agreement between the Employment Business and the Temporary 5
- 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
- 3.2.2. the Employment Business shall incur no liability to the Temporary Worker should it fail to offer Assignments of the Type of Work or any other work.
- 3.3. At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall provide the Temporary Worker with an Assignment Details Form setting out the following:
  - 3.3.1. the identity of the Client, and if applicable the nature of their business;
  - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
  - 3.3.3. the Type of Work, location and hours during which the Temporary Worker would be required to work;
  - 3.3.4. the Actual Rate of Pay that will be paid and any expenses payable by or to the Temporary Worker;
  - 3.3.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;
  - 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment; and
  - 3.3.7. the intervals of payment.
- 3.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
  - 3.4.1. the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker has previously been supplied within the previous 5 business days and such information has already been given to the Temporary Worker; or
  - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Temporary Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive working day period, the Employment Business shall provide such information set out in clause 3.3 to the Temporary Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Temporary Worker commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Client wishes to Engage the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire 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 Transfer 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. TEMPORARY WORKER'S OBLIGATIONS
- 4.1. 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:
  - 4.1.1. co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
  - 4.1.2. 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 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;
  - 4.1.4. not engage in any conduct detrimental to the interests of the Client;
  - 4.1.5. 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;
  - 4.1.6. on completion of the Assignment or at any time when requested by the Client or the Employment Business, return to the Client or where appropriate, to the Employment Business, any Client property or items provided to the Temporary Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. 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 within 1 hour before the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Temporary Worker should alternatively inform the Client and then the Employment Business as soon as possible to inform the Employment Business within these timescales, the Temporary Worker should alternatively inform the Client and then the Employment Business as soon as possible.
- 4.3. If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.4. The Temporary Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Temporary Worker.
- 5. TIMESHEETS
- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 5.2. Subject to clause 5.3 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.

- 5.3. Where the Temporary Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. 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. 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.
- 6. REMUNERATION
- 6.1. The Employment Business shall pay to the Temporary Worker the Actual Rate of Pay which will be notified on a per Assignment basis.
- 6.2. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below and any other statutory entitlement, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.3. Where the Temporary Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Temporary Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay but it shall be the responsibility of the Temporary Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Temporary Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Temporary Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Temporary Worker.
- 7. STATUTORY PAID ANNUAL LEAVE
- 7.1. The Temporary Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks.
- 7.2. If the statutory minimum entitlement is subsequently decreased or increased then the Temporary Worker's entitlement to paid annual leave under this clause will be automatically decreased or increased to the statutory minimum as it applies to any period in which work is carried out.
- 7.3. Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.
- 7.4. 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. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. Where a Temporary Worker wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving written notice of a minimum of seven days before the start of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken. Where the Temporary Worker has given notice of a request to take paid annual leave in accordance with this clause, 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. In such circumstances the Employment Business will inform the Temporary Worker in writing giving at least seven days notice. 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.]
- 7.6. 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.
- 7.7. 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 7.3 the Temporary Worker may, upon giving the notice in clause 7.5, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement.
- 7.8. Where this contract is terminated by either party, 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 7.3 at the date of termination.
- 8. SICKNESS ABSENCE
- 8.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Temporary Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. 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.
- 8.4. In the event that the Temporary Worker submits a Statement of Fitness for Work (“the Statement”) or similar medical evidence, which indicates that the Temporary Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Temporary Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Client and the Temporary Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment. Where clause 8.4 applies, the Temporary Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Temporary Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.
- 9. TERMINATION
- 9.1. Any of the Employment Business, the Temporary Worker or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 9.2. The Temporary Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Temporary Worker (save for payment for hours worked by the Temporary Worker up to the date of termination of the Assignment).
- 9.3. If the Temporary Worker does not inform the Client or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.2) this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.1, unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 4.2.
- 9.4. If the Temporary Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 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 Temporary Worker was assigned is no longer available.
- 9.5. If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, the Employment Business will forward his/her P45 to his/her last known address.
- 10. INTELLECTUAL PROPERTY RIGHTS
- 10. The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Client during the Assignment shall belong to the Client. Accordingly the Temporary Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.
- 11. CONFIDENTIALITY
- 11.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees as follows:
  - 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;
  - 11.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and
  - 11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.
- 12. SEVERABILITY
- 12. If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.
- 13. NOTICES
- 13. 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 posting; and if by email or facsimile transmission, when that email or facsimile is sent.
- 14. GOVERNING LAW AND JURISDICTION
- 14. These Terms are governed by the law of [England & Wales/Scotland/Northern Ireland] and are subject to the exclusive jurisdiction of the Courts of [England & Wales/Scotland/Northern Ireland].
- 15. DECALARATION
- 15. 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 confirm that I have provided documentation which allows me to legally work in the UK. I also give permission to the Employment Business to show any documentation to a third party in order to validate and confirm my right to work in the UK. I certify that the information I have provided is true and complete and that I am at least 16 years of age and legally entitled to leave school and work in the UK. By signing these terms I confirm that I have given my permission for the Employment Business to show any documentation that I have provided to a third party in order to seek work.