

Terms of Engagement for Temporary Workers

1. Definitions

In these terms of engagement the following definitions apply:

“**Actual Rate of Pay**” means, unless and until the Temporary Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and Agreed Deductions;

“**Actual QP rate of Pay**” means the rate of pay which will become payable to the Temporary Worker if and when he completes the Qualifying Period. Such rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and Agreed Deductions;

“**AWR**” means the Agency Workers Regulations 2010;

“**Agreed Deductions**” means the deductions the Temporary Worker has agreed can be made from their pay;

“**Assignment**” means the assignment to be performed by the Temporary Worker for the Client for a period of time during which the Temporary Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Client;

“**Calendar Week**” means any period of 7 days starting with the same day as the First Assignment;

“**Client**” means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined in the Companies Act 2006;

“**Client’s Group**” means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“**Confidential Information**” means 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 these Terms, 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, provided to 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 these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

Terms of Engagement for Temporary Workers

“**Control**” means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

“**Deductions**” means any deductions which the Employment Business may be required to make by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;

“**Emoluments**” means any pay in addition to the Actual QP Rate of Pay;

“**Employment Business**” means Traffic Labour Supplies Ltd, West Retford Hall, Rectory Road, Retford, DN22 7AY or any other related company or division from time to time notified to the Temporary Worker;

“**Engagement**” means the engagement, employment or use of the Temporary Worker by the Client or 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, and/or through a company of which the Temporary Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

“**First Assignment**” means:

- a) the relevant Assignment; or
- b) if before the relevant Assignment
 - i) the Temporary Worker has worked in any Assignment in the same role with the relevant Client as the role in which the Temporary Worker works in the relevant Assignment; and
 - ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment (for the purposes of this defined term) a period of time during which the Temporary Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client.

“**Qualifying Period**” means 12 continuous Calendar Weeks (as defined by the AWR) during the whole or part of which the Temporary Worker is supplied by one or more of the Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role.

“**Temporary Work Agency**” means as defined in Regulation 4 of the AWR and which broadly mean a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others of:

- a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Terms of Engagement for Temporary Workers

“**Terms**” means these terms of Engagement;

“**WTR**” means the Working Time Regulations 2008.

“**Temporary Worker / Contractor**”

Name.....

Address.....

The headings containing 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 During an Assignment the Temporary Worker will be engaged on a contract for services by the Employment Business on these Terms, 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 not an employee of the Employment Business although the Employment Business is required to make the Deductions for the Temporary Workers pay in accordance with clause 4.1. These Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker or the Temporary Worker and the Client.

2.3 The Temporary Worker is supplied as a Worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Temporary Worker rights in addition to those provided by statute except where expressly stated.

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

3. Assignments

3.1 The Employment Business (which may vary from Assignment to Assignment) will endeavour to obtain suitable Assignments for the Temporary Worker to work as

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There is no charge for this work finding service although the Employment Business does (from time to time), provide services for which a charge is made. Details of these are available on request and are on the Employment Business’ website. Provision of the work finding service is not conditional upon the use of any of the Employment Business’ chargeable services.

Terms of Engagement for Temporary Workers

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker further 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 they fail to offer opportunities to work in the above category or in any other category.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall provide the Temporary Worker with the following information:

- a) the identity of the Client and the nature of their business;
- b) the date the Assignment is to commence and the duration or likely duration of the Assignment;
- c) the type of work, location and hours during which the Temporary Worker would be required to work;
- d) the hourly rate of pay that will be paid (subject to deductions) and any expenses payable by or to the Temporary Worker;
- e) any risks to health and safety known to the Client and any steps the Client has taken to prevent or to control such risks;
- f) what experience, training, qualifications and any other authorisation required by law or a professional body the Client considers necessary or which are required by law to work on the Assignment.

3.4 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 the Temporary Worker commences the First Assignment.

3.5 The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.

3.6 The Temporary Worker may not under any circumstances introduce any other person to supply services in place of the Temporary Worker.

3.7 If during the course of an Assignment or within certain periods after the end of an Assignment or after an introduction where no assignment took place the Client wishes to Engage the Temporary Worker (or assist another body to Engage the Temporary Worker) the Temporary Worker acknowledges that under certain circumstances the Employment Business will be entitled to charge the Client an introduction fee or a period of extended hire.

3.8 If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Temporary Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and /or rest breaks under the AWR which are different and preferential to the rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in writing once determined (as appropriate).

3.9 If the Temporary Worker considers that he has not or may not have received equal treatment under the AWR, the Temporary Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his concerns. This should be emailed to steve@tlsltd.org

Terms of Engagement for Temporary Workers

4. Remuneration

4.1 Unless and until the Temporary Worker completes the Qualifying Period, then unless otherwise agreed, the Employment Business shall pay to the Temporary Worker the Actual Rate of Pay or such amount as is otherwise advised to the Temporary Worker at the time of booking the Assignment or subsequently. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £7.50 depending on experience and qualifications, including hourly-accrued holiday Pay. The actual rate will be notified on a per assignment basis, for each hour worked during an assignment, to be paid weekly in arrears subject to Deductions and any other Agreed Deductions, which the Employment Business may be required by law to make. Alternatively should the Temporary Worker opt to have payments made to Limited or Composite company details must be provided. Payments shall be made by direct transfer into the Temporary Worker's bank account, or similar method nominated by the Temporary Worker.

4.2 If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Temporary Worker the greater of:

- a) the Actual Rate of Pay; or
- b) the actual rate of pay plus the amount by which the QP rate of pay (if any) exceeds the Actual Rate of Pay, to which shall also be added the Emoluments (if any) which will be notified on a per assignment basis and as set out in writing (once determined) to the Temporary Worker.

4.3 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.

4.4 The Temporary Worker is entitled to join the Employment Business' stakeholder pension scheme.

4.5 The Temporary Worker gives the Employment Business the express right to deduct monies for the purpose of training or equipment given to the Temporary Worker when redeeming financial costs against a temporary worker.

5. Statutory Leave

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations, the leave year commences on 1st October annually.

5.2 Under the Working Time Regulations, the Temporary Worker is entitled to 5.6 weeks per year of annual leave as a statutory minimum. All entitlement to earned 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 claimed and taken within the leave year.

Terms of Engagement for Temporary Workers

5.3 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 and is calculated according to the previous 12 weeks worked. Four weeks' notice of a requirement for statutory leave must be provided by the Temporary Worker.

5.4. Under the AWR, on completion of the Qualifying Period the Temporary Worker may be entitled to paid and/or unpaid annual leave in addition to the Temporary Worker's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 5.2 and 5.3. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in writing.

5.5 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 his total holiday entitlement in each month of his leave year. 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 Employment Business requires four weeks' written notice of intention to take holiday.

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.

5.7 Temporary Workers who provide their services via an intermediary organisation are not entitled to holiday pay.

5.8 No Temporary Worker shall be able to work for the Employment Business whilst on annual leave.

6. Non competition

For a period of 6 weeks after the termination of this Agreement the Temporary Worker agrees that he/she will not solicit or seek business or employment from any Client they have been assigned to. Under no circumstance will the Temporary Worker accept any assignment from another business that will coincide with an Assignment that has been accepted from the Employment Business.

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 the week) the Temporary Worker shall deliver to the Employment Business his/her timesheet duly completed to indicate the number of hours worked by him/her during the preceding week (or such less period) and signed by and authorised representative of the Client if required. Failure to submit a timesheet for hours or ring hours through to the office may delay payment for those hours. Failure to co-operate in the Employment Business time sheet process may constitute a breach of this contract for which damages may be claimed.

7.2 All hours must be received by 0900hrs every Monday. The Employment Business has the right to pay any hours submitted late on the following wage run. All individual businesses and Sole Traders that are recognised

Terms of Engagement for Temporary Workers

by the Employment Business must submit an invoice for payment by 10am on a Monday to guarantee payment by the Friday of the same week.

7.3 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/or 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.

7.4 For the avoidance of doubt and for the purposes of WTR, the Temporary Worker's working time shall consist of those periods during which 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 shall not count as part of the Temporary Worker's working time for these purposes.

8. Health and Safety

Temporary workers have a statutory duty to observe all health and safety rules and take reasonable care to promote the health and safety at work of themselves and others. Temporary Workers are obliged to operate in conjunction with the Highways Agency Good Working Practice and all other procedures as required by the client.

9. Drugs and Alcohol Testing

The Employment Business has an active alcohol and drugs policy. The Employment Business will undertake random breath and swab tests and the Temporary Worker accepts the testing. Any refusal to take such a test by the Temporary Worker will be regarded as a significant breach of these Terms and the Assignment will be terminated immediately.

10. Accidents

Any accident or incident in which the Temporary Worker is involved whilst undertaking an Assignment for the Client must be reported immediately to the Employment Business and if requested the Temporary Worker must produce a written report. The written report will then be logged with the Employment Business' Insurers. Failure to submit a written report which causes a matter to be uninsurable and thereby causing a loss to the Employment Business may at the discretion of the Employment Business result in the Employment Business pursuing the Temporary Worker for damages on an indemnity basis.

11. Vehicle Damage

If any damage, up to the maximum of the insurance excess (from time to time), is caused through the negligence of the Temporary Worker the Employment Business reserve the right to deduct the damages from the Temporary Workers pay.

Terms of Engagement for Temporary Workers

12. Conduct of Assignments

12.1 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:

- 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 of which attention has been drawn or which the Temporary Worker might be reasonably expected to ascertain.
- c) Unless arrangement have been made to contrary conform to normal hours of work in force at the Clients request
- d) Take all reasonable steps to safeguard his or her own safety and the safety of any other person who may be present or affected by his or her actions on the Assignments and comply with health and safety policies of the Client's.
- e) Not engage in any conduct detrimental to the interests of the Client.
- f) Make himself aware of the employment business policy towards Health and Safety.
- g) Not at any time divulge to any person, nor use for his own or any other persons benefit, any Confidential Information relating to the Client or the Employment Business' employees, business affairs, transactions or finances.

12.2 . If the Temporary Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Temporary Worker undertakes to:

12.2.1. inform the Employment Business in writing of any Calendar Weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the relevant Client via any third party and which the Temporary Worker believes count or may count toward the Qualifying Period;

12.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and

12.2.3. inform the Employment Business if, since 1 October 2011, he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

12.2.3.1. completed two or more assignments with the Client;

12.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

12.2.3.3. worked in more than two roles during an Assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.

12.3 If the Temporary Worker is unable for any reason to attend work during an Assignment, he should inform the Client and the Employment Business by [7.30am] on the first day of absence to enable alternative arrangements to be made.

Terms of Engagement for Temporary Workers

12.4 If either before or during the course of the 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.

12.5 The Temporary Worker acknowledges that any breach of his obligations set out in this clause or any negligent performance of services for the Client may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Temporary Worker on a full indemnity basis.

13. Commencement and Termination

13.1 Before commencing any assignment the Temporary Worker must provide the Employment Business with confirmation that he has not been convicted of or cautioned in relation to any criminal offence. In the event that the Temporary Worker is charged with or cautioned in relation to any criminal offence he must inform the Employment Business immediately and provide regular reports about the progress of proceedings.

13.2 The Temporary Worker will fully co-operate with the Employment Business in relation to any criminal record checks which The Employment Business is required to carry out and with the frequency of such checks.

13.3 Before commencing any assignment the Temporary Worker must inform the Employment Business about any complaint made against him that is relevant to their professional competence, standing or conduct. In the event that the Temporary Worker becomes the subject of a complaint he must inform the Employment Business immediately and provide regular reports about the progress of proceedings.

13.4 The Employment Business will inform the Temporary Worker about any complaint made against him that is relevant to his/her professional competence or conduct.

13.5 Where the Temporary Worker wishes to raise any complaint about any matter, he/she should do so in accordance with the Employment Business's complaints procedure.

13.6 Unless otherwise agreed the Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.

13.7 Unless otherwise agreed the Temporary Worker may terminate an Assignment at any time outside of working hours by notifying the Employment Business.

13.8 If the Temporary Worker does not inform the client or the Employment Business 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 unless the Temporary Worker can show that exceptional circumstances prevented informing the Employment Business of the absence.

13.9 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 13.6 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

Terms of Engagement for Temporary Workers

14. Special Provisions

14.1 The Temporary Worker must provide the Employment Business with all requested proof of qualifications, references, recent photographs (for identification purposes), access to health records and medical registrations as may be requested in order for the Employment Business to satisfy itself that the Temporary Worker is fit to be supplied to Client. The Temporary Worker accepts that the Employment Business is or may be required to handle/process this (and other personal information as reasonably requested from time to time) and may need to share such information with its agents or third parties as part of performing its duties. The Temporary Worker recognises such obligations on the Employment Business and hereby consents to the handling, processing and divulging (whether in the UK, the European Union or elsewhere) of such information as may be necessary for the Employment Business (or its agents) to perform its duties.

14.2. The Temporary Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Temporary Worker to the Client (now or in the future), and the Client:

14.2.1. processing his personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

14.2.2. exporting and/or processing his personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

14.3 In the situation where the Temporary Worker is a qualified professional, the professional should ensure that their professional registration remains active at all times and that they comply with their professional body's Code of Conduct during every Assignment.

14.4 The Temporary Worker is required to effect professional indemnity cover whilst on Assignment.

14.5 The Temporary Worker should advise the Employment Business immediately if offered any Engagement by the Client or any third party to whom he is introduced by the Client and is also requested to provide details to the Employment Business of any remuneration offered.

14.6 The Temporary Worker is required to advise the Employment Business of any medical condition or any change in state of health that could impact upon ability to carry out Assignments or his eligibility for Assignments.

14.7 The Temporary Worker must follow and co-operate fully with the formal induction procedure of the Employment Business and undertake any training specified by the Employment Business or its Clients.

14.8 Throughout each Assignment, the Temporary Worker must comply with the Employment Business' policies and/or procedures as set out in the Employment Business' Handbook.

14.9 The Temporary Worker recognises the Employment Business' obligations under The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Regulations) and hereby agrees to

Terms of Engagement for Temporary Workers

disclosures of personal information about the Temporary Worker as required in order for the Employment Business to comply with the Regulations.

15. Laws

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

These Terms of Engagement are acknowledged and accepted.

I also confirm I have read and understood the Employment Business **OPT OUT OF 48 HOUR WORKING WEEK AGREEMENT**.

I hereby give permission for the Employment Business to allow access, to my personnel files as part of any audit required by a Client or any regulatory body.

Signed by Temporary Contractors **Date.....**

Signature to accept the above conditions of engagement.

Signature..... **Date.....**

For and on behalf of Traffic Labour Suppliers Limited