

## TERMS OF ENGAGEMENT OF TEMPORARY WORKERS

BETWEEN:-

**FRONTLINE RECRUITMENT MANSFIELD LIMITED and/or FRONTLINE RECRUITMENT SERVICES HOLDINGS LIMITED** whose registered offices are at 55 Maid Marian Way, Nottingham, NG1 6GE (hereinafter called the "Employment Business")

AND \_\_\_\_\_ (hereinafter called the "Temporary Worker")

### 1. DEFINITIONS

In these terms of engagement:-

"Employment Business" includes Frontline Recruitment Mansfield Limited and/or Frontline Recruitment Services Holdings Ltd and its subsidiaries or holding companies from time to time and any subsidiary of any holding company.

"Client" means the person, firm or corporate body requiring the services of the Temporary Worker.

"Assignment" means the period during which the Temporary Worker is engaged by the Client to render services.

"Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

"Relevant Period" means the longer of 14 weeks from the first day of the Assignment or 8 weeks from the end of the Assignment (subject to Regulation 10 of the Regulations).

References to the singular include the plural and references to the masculine include the feminine and vice versa unless the context otherwise requires.

The headings contained in these terms of engagement are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

(a) These terms of engagement constitute a contract for services commencing on \_\_\_\_\_ between the Employment Business and the Temporary Worker and they govern each and every Assignment undertaken by the Temporary Worker. For the avoidance of any doubt, between Assignments no contract shall exist between the Employment Business and the Temporary Worker.

(b) These terms of engagement shall not give rise to a contract of employment between the Employment Business and the Temporary Worker notwithstanding that the Employment Business is required by law to make deductions from the Temporary Worker's fees in accordance with clause 6 below.

(c) No variation or alteration of these terms of engagement shall be valid unless approved by a duly authorised manager or a director of the Employment Business in writing and unless agreed with the Temporary Worker in writing. The Employment Business acknowledges and confirms that it is also required to ensure that a copy of any such agreed variation is provided to the Temporary Worker and that the Temporary Worker is to be notified in such written communication of the date from which the variation is to take effect.

(d) These terms of engagement are valid from [ ] and supersede and replace all previous terms of engagement between the Employment Business and the Temporary Worker.

### 3. ASSIGNMENTS

The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to perform the agreed Type of Work. The Temporary Worker shall not be obliged to accept any Assignment made by the Employment Business.

### 4. The Temporary Worker acknowledges that it is in the nature of temporary work that there may be periods when no suitable work is available and s/he agrees:-

(a) that suitability shall be determined solely by the Employment Business; and

(b) that the Employment Business shall incur no liability towards the Temporary Worker should it fail to offer opportunities for work in the category specified in clause 3 above or in any other category. For the purpose of calculating the Temporary Worker's average number of weekly hours worked on any Assignment, the relevant averaging period pursuant to the Working Time Regulations 1998 (as amended) shall commence on the date upon which the Temporary Worker commences his/her first Assignment.

### 5. Prior to or at the same time that the Employment Business makes an offer of an Assignment to the Temporary Worker, the following information will be supplied by the Employment Business to the Temporary Worker:-

(a) the identity of the Client and, where necessary, details of the nature of the Client's business;

(b) the type of work to be undertaken by the Temporary Worker for the Client during the Assignment;

(c) the commencement date of the Assignment and its actual or likely duration;

(d) the location of the Assignment and the hours during which the Temporary Worker will be required to work for the client during the Assignment;

(e) the level of fees to be paid by the Employment Business to the Temporary Worker together with details of any expenses payable in respect of the Assignment;

(f) any risks to the health and safety of the Temporary Worker in respect of the Assignment which are in the knowledge of the Client and which have been communicated to the Employment Business by the Client together with details of any and all steps that the Client has taken or intends to take to prevent or control any such risks; and

(g) what, if any, experience, training, qualifications and authorisation(s) are necessary or required by law or any professional body and which are considered necessary by the client or which are legal requirements in order for the Temporary Worker to undertake the Assignment.

If the Employment Business supplies the information above in a form other than on paper or electronically then it shall be confirmed on paper or electronically by no later than the end of the fifth business day (which excludes Saturdays, Sundays and any and all Bank, public or statutory holidays) thereafter except where the Temporary Worker is being offered an Assignment by the Employment Business which is in respect of the same position as one which the Temporary Worker has previously been supplied by the Employment Business within the previous five business days and where such information has already been provided to the Temporary Worker by the Employment Business

### 6. REMUNERATION

The Employment Business shall pay to the Temporary Worker a fee calculated at the rate of £[ ] per hour worked during an Assignment to be paid weekly in arrears subject to deductions for Class 1 National Insurance contributions and income tax pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and any other deductions which the Employment Business may be bound by law to make. Subject to clause 11(b) below the Employment Business hereby undertakes to pay the Temporary Worker in accordance with these terms of engagement for all hours worked even where the Client fails to make payment pursuant to its contractual obligation to the Employment Business.

### 7. The Temporary Worker should be aware that the Employment Business is entitled to charge the Client a fee where, during the Relevant Period or before the first Assignment or during the course of an Assignment, the Client engages the Temporary Worker directly or through another employment business. No such fee can be charged, however, if the Client accepts an extension of the original Assignment. Further, the Employment Business can charge the Client a fee if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

### 8. Subject to any entitlement under relevant legislation and/or unless specifically agreed in writing to the contrary, the Temporary Worker is not entitled to payment from the Employment Business or its Clients for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.

### 9. STATUTORY LEAVE

(a) For the purposes of calculating entitlement to leave under this clause, the Employment Business leave year runs from **1 December to 30 November** in each calendar year.

(b) Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5.6 weeks paid leave. Any and 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.

- (c) Entitlement to paid leave under the Working Time Regulations 1998 accrues in proportion to the number of normal working hours (i.e. those which do not attract overtime rates of pay) worked continuously by the Temporary Worker on Assignment during the leave year. The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours which he works on Assignment.
- (d) Where the Temporary Worker wishes to take leave s/he should notify the Employment Business in writing of the dates of his/her intended absence. The amount of notice which the Temporary Worker is required to give should be at least 2 weeks. Occasionally you may be asked to defer your holiday due to the requirements of the Client. If this is the case you will be notified as soon as possible. You will always be allowed to take your full entitlement before the end of the year.
- (e) Where a Bank Holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the Bank Holiday or other public holiday shall count as part of the Temporary Worker's paid annual leave entitlement.
- (f) If the Temporary Worker leaves the engagement of the Employment Business with an outstanding paid holiday entitlement then s/he will, in addition to any other sums to which s/he may be entitled be paid a sum representing pay for the paid holiday entitlement outstanding. If the Temporary Worker leaves the engagement of the Employment Business having taken more than the accumulated paid holiday entitlement for the current holiday year then a sum equivalent to pay for the additional paid holiday taken will be deducted from any final payment to the Temporary Worker and the balance (if any) will be paid to him/her.
- (g) 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.

#### 10. CONDUCT OF ASSIGNMENTS

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, as appropriate, s/he will:-

- (a) co-operate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
- (b) observe any and all 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/her own safety and the safety of any other person who may be present or affected by his/her actions on the Assignment and comply with the health and safety policy of the Client;
- (e) not engage in any conduct detrimental to the interests of the Client; and
- (f) not at any time divulge to any person or use for his/her or any other person's benefit any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- (g) If the Temporary Worker is unable to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business one hour before commencement of the Assignment or shift.

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.

#### 11. TIMESHEETS

- (a) At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of less than one week or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business his/her timesheet duly completed to indicate the number of hours worked by the Temporary Worker during the preceding week or such shorter period and signed by an authorised representative of the Client.
- (b) If the Temporary Worker fails to comply with Clause 11 (a) above, the Employment Business shall be entitled to make further enquiries of the Temporary Worker, the Client and/or any other relevant third party in order to ascertain the actual hours worked by the Temporary Worker and in respect of which payment of fees would be due. The Employment Business will make such enquiries as soon as is reasonably practicable but the Temporary Worker should be aware that this may delay any payment of fees to him/her. The Employment Business is not obliged to make any payment to the Temporary Worker for hours not worked by him/her. Should it subsequently become apparent that the Temporary Worker has been overpaid then the Employment Business reserves the right to deduct any such overpayment from any subsequent fees due to the Temporary Worker and/or to recover any such overpayment (or part thereof) by way of legal proceedings against the Temporary Worker.
- (c) For the purposes of the Working Time Regulations 1998 (as amended) the working time of the Temporary Worker shall only consist of those periods during which s/he is carrying out his/her activities for the Client as part of the Assignment. For the avoidance of doubt, 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.

#### 12. TERMINATION

- (a) The Employment Business or the Client may, without notice and without liability, instruct the Temporary Worker to end any Assignment at any time.
- (b) The Temporary Worker may terminate an Assignment at any time.
- (c) If the Temporary Worker does not inform the Client or the Employment Business in accordance with clause 10(g) above 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 12(b) unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 10(g).
- (d) If the Temporary Worker is absent during the course of an Assignment and the contract has not been otherwise terminated under clauses 12(a) (b) (c) above, the Employment Business will be entitled to terminate the Assignment in accordance with clause 12(a), if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- (e) If the Temporary Worker does not report to the Employment Business and notify his/her availability for work for a period of [four weeks], the Employment Business will forward his/her P45 to his/her last known address.

#### 13. 48 HOUR OPT OUT AGREEMENT

- (a) The Working Time Regulations 1998 (as amended) provide that the Temporary Worker shall not work on an Assignment with any Client in excess of an average of 48 hours each week calculated over a 17 week reference period unless s/he agrees in writing that this limit should not apply.
- (b) The Temporary Worker hereby agrees that the working week limit in clause 13 (a) above shall not apply to any Assignment.
- (c) The Temporary Worker may withdraw his/her consent under this clause 13 by giving the Employment Business 3 months' notice in writing.
- (d) For the avoidance of doubt, any notice given by the Temporary Worker pursuant to clause 13 (c) above shall not be construed as termination by the Temporary Worker of an Assignment with a Client.

14. In respect of these terms of engagement the Employment Business acts as an employment business as defined in Sections 13 (1) and 13 (3) of the Employment Agencies Act 1973.

15. The Employment Business reserves the right to (and the Temporary Worker authorises the Employment Business to) deduct any debts the Temporary Worker owes the Employment Business from fees due to him/her, save in circumstances where Regulation 13(1)(b) of the Regulations apply.

16. The Temporary Worker hereby consents to the Employment Business disclosing any and all information held at the date hereof or obtained after the date hereof by the Employment Business about him/her to any third party, including specifically (but without prejudice to the generality of the foregoing) to any Client or prospective Client.

17. In order that the Employment Business can discharge its obligations to its Clients pursuant to the Regulations, the Temporary Worker hereby agrees to notify the Employment Business immediately if, either before, during or after an Assignment, s/he becomes aware of any reason why s/he may not be suitable for an Assignment.

#### 18. SICKNESS ABSENCE

- (a) The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- (b) 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 Wednesday in every week.

19. These terms of engagement shall be governed by and construed in accordance with the law of England and Wales and the Temporary Worker agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of these terms of engagement.

Signed by the Temporary Worker .....

Date.....

Print Name .....