

Contract for Services - 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 or third party as defined by the Companies Act 1985;

'Employment Business' means Bluebell Recruitment Services Limited;

'Temporary Worker' means "You"

'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. (The 'first day' will be the first occasion on which the Temporary Worker is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment)

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. 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; 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 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 or which are required by law to work in the Assignment.

3.4 Where such information is not given, 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 the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

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 within the relevant period.

4. REMUNERATION

4.1 The Employment Business shall pay the Temporary Worker's chosen payroll/umbrella company) remuneration that 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, no less than the National Minimum Wage at the time of the

quarter hour) to be paid weekly in arrears, no less than the National minimum wage at the time of the assignment.

- 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 Client for time not spent on Assignment, whether in respect of holidays, illness or absence or for any other reason unless otherwise agreed.

5. STATUTORY LEAVE

- 5.1 The Temporary Worker is responsible for setting aside enough money throughout an Assignment to cover the Temporary worker during periods where leave wishes to be taken. The hourly rate of the Temporary Worker has been inflated for this reason. (There will be an option of accruing holiday pay through the chosen payroll/umbrella company).
- 5.2 Under the Working Time Regulations the Temporary Worker is entitled to 4 weeks' leave per year. 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. Any untaken leave will be forfeited.
- 5.7 None of the provisions of this clause regarding the statutory entitlement to 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 – this is determined through the chosen payroll/umbrella company.

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 the week) the Temporary Worker shall deliver to the Employment Business a time sheet 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.
- 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 a properly authenticated time sheet 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 time sheet 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 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 reasonable 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 or omissions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
 - d) Not engage in any conduct detrimental to the interests of the Client;
 - e) 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 within one hour of the commencement of the Assignment or shift.
- 8.3 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.

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 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 or her from complying with clause 9.2.

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9.4 If the Temporary Worker is absent during the course of an Assignment and the contract has not otherwise been terminated under clauses 9.1, 9.2 or 9.3 above 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.

10. LAW

10.1 These terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.