

# CANDIDATE REGISTRATION DOCUMENT PART 2

This document is the second of the two part registration pack and should be read in detail and kept for further reference.

It is essential that you read the information because you are asked in Part 1 of the registration pack to sign a declaration confirming you have done so.

Please Note: The bulk of the information contained within this booklet relates to those seeking temporary assignments. However key sections refer to permanent positions so please read carefully.

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# About Thorn Baker

If you are reading this it is highly likely that you are registering with Thorn Baker for the first time, so welcome. We hope it is a positive experience for you.

We've been established since 1988, and have since grown to be a multi branch Recruitment Agency serving candidates and companies throughout the country. Thorn Baker operates in general industry sectors - Office & Professional, Industrial, Construction, Sales, Estates, Facilities & Maintenance and Technical & Engineering. We are independently owned and therefore not part of some of the larger groups that our competitors are - we are very aware that we owe our success to the quality of our agency workers and we want to ensure we are your first choice.

You may want to use our services on a regular basis or just a one off - whatever you want to do, we aim to find you the best possible opportunities. The work we do on your behalf is always free of charge and regardless of whether it is for temporary assignments or permanent placements, our service to you should always be first class.

In addition to the above, we are proud to be REC Audited, which is the highest possible award granted by, the REC (Recruitment and Employment Confederation). This gives you the confidence that we operate to the highest standards of integrity and professionalism in the recruitment industry.

Please read this booklet in detail as you will have been asked in Part 1 of the registration document to sign a declaration that you have done so.

For further information and latest news please visit our website [www.thornbaker.co.uk](http://www.thornbaker.co.uk)

# Payment

Thorn Baker has its own in-house payroll department which provides its services free of charge. We charge no commission to you nor do we make any unlawful deductions from your wages. We will make all necessary deductions for tax and National Insurance.

For each assignment you attend you will be issued with a confirmation of assignment giving full details and hourly rates of pay. Your gross payment will be calculated in line with these rates and the hours indicated on your timesheet. Payment is made by Bacs to arrive in your account on a Friday.

We will not accept bank details, or changes to bank details over the phone. They must be put in writing and received by the 5pm Monday timesheet deadline for payment on the Friday.

Timesheets must be returned to your Thorn Baker office by no later than 5pm on the Monday following the week worked. This registration pack will include a number of timesheets and pre-paid first class return envelopes for this purpose.

Timesheets must be filled in correctly with breaks deducted and signed by the hirer. If you send your timesheet by fax, please post the original after removing the top copy for your records.

With certain hirers, we may make arrangements to receive bulk/multiple timesheets or receive hours via email. Should this be the case you will be informed accordingly.

Late timesheets will not be processed until the following week. We are not trying to be awkward, but we pay approximately 2,000 workers per week and we ensure that everyone who submits their timesheet in on time will be paid on time.

Please take responsibility for making sure you get your timesheet to us on time. If you need assistance we will always help. Call your Consultant and they will advise

Any attempt to submit fraudulent timesheets will result in police involvement and we will prosecute accordingly.

You will receive your pay advice by email each Thursday.

# Holidays

All agency workers are entitled to the equivalent of 5.6 weeks holiday during each holiday year (including bank holidays) calculated on a pro rata basis depending on the number of days and hours actually worked each week.

You will accrue this entitlement and to apply for any holiday during your temporary assignment you must obtain and return a holiday request form. Please give as much notice as possible for holidays, but the absolute minimum notice that is required is double the time required off, e.g. One weeks holiday requires two weeks notice.

Holiday request forms will be provided by your Consultant on request.

## Health & Safety

**Company Policy:** The Thorn Baker Health and Safety Policy describes the way in which it will meet its responsibilities under the Health and Safety Act 1974, and other relevant legislation. The hirer's and Thorn Baker's Health and Safety Policies should be used by you if you have any questions that relate to health and safety, especially what to do if you have any concerns.

**Responsibility of agency worker:** All agency workers have a responsibility for Health and Safety under sections 7 & 8 of the Health and Safety at Work Act 1974. When working for the hirer's, you are required to fulfill the contents and spirit of the hirer's policy to the best of your ability. You must also use equipment provided in the interests of health and safety and for the purpose it was intended. In particular, you should not act in a manner, nor ignore a potential or actual hazard, which is likely to cause an accident to yourself or other members of staff or the public. agency workers must co-operate with hirers in meeting statutory requirements and approved codes of practice.

**Assignment information:** You must attend any required induction at the location you are working. You must make yourself aware of the control measures contained in any risk assessments carried out on the premises and safe working methods resulting from these assessments.

**Accident reporting:** You should record any accident, near miss or injury in the accident book held by the hirer at the location where you are working. You should request that this information is forwarded to Thorn Baker.

**Communication:** If you have any health and safety concerns or questions you should contact the person you report to or Thorn Baker.

**Acknowledgement:** In line with our Health & Safety Policy, you must sign the declaration contained on page 17 in part 1 of the two part registration document.

# PPE Personal Protective Equipment

Thorn Baker provides assignments in a diverse range of industries, from office to warehouse, and construction sites to food production. Many roles will require you to wear personal protective equipment and this will always be communicated to you before you start an assignment.

For the Construction industry, you **MUST** wear **SAFETY FOOTWEAR**, **HARD HAT** and a **HIGH VISIBILITY** vest or jacket.



**Hard hats must  
be worn**



**High visibility jackets  
must be worn beyond  
this point**

## Data Protection

Please be aware that in the interests of finding you work and in order to fully protect your health and safety whilst on assignments we process data for legal, administration and management purposes. We also make such information available to our advisors and payroll administration as well as hirers and regulatory authorities. Thorn Baker and the hirers are bound by the regulations of the Data Protection Act 1998 and as such will treat your data confidentially.

## Confidentiality

You acknowledge that while on assignment you will have access to confidential information of Thorn Baker and the hirer and that during your assignment or at any time after its termination you will not disclose to any person, company or other organisation whatsoever (and shall use your best endeavours to prevent disclosure) any confidential information. Confidential information includes, but is not limited to, trade secrets, technical data and know-how, financial information and business contacts.

## Drugs and Alcohol

Agency workers on assignment who are found to be, or suspected to be, under the influence of drugs or alcohol will be removed from the hirer's premises and may have their assignment terminated.

## Insurance

You are entitled to participate in the Thorn Baker Accidental Death Scheme which currently provides accidental death cover of up to £30,000. In order to participate in the scheme you will have a nominal amount deducted from your weekly pay. This is currently 98p per week. Full details of the policy can be obtained by writing to John Robinson at our Nottingham head office. Thorn Baker reserves the right to discontinue, vary or amend the scheme. If the insurance provider refuses to allow you to join the scheme, Thorn Baker will not be liable to provide a replacement scheme.

## Pension Provision

Thorn Baker will automatically enrol you in to a pension scheme provided by NOW Pensions after 13 weeks continuous service as a temporary worker. For full details please see the leaflet enclosed in the registration pack.

# Complaints Procedure

Thorn Baker is committed to providing a high level service to all our agency workers. If you do not receive satisfaction from us we need you to tell us about it. This will help us to improve our standards.

## Verbal Complaint Raised

Should a complaint be raised verbally, your contact will ask you if you wish to raise a formal complaint and acknowledge it at the time of speaking.

## Formal (Written) Complaint Raised

We will request that you put your complaint in writing, addressed to either the Manager of the team the complaint concerns, or if the complaint concerns the Manager, to the relevant Director. You will be advised of both who this is and where they can be reached at the time of confirming your wish to raise a formal complaint. We will record and make reference to your written complaint on your database record. Please note that in the case of written complaints (both email and paper based) we will send you a written acknowledgement via the same medium and proceed to investigate your complaint.

## No Formal Complaint Raised

If you decide not to raise a formal complaint, reference will still be made as to the content of the conversation on your database record.

## Investigating Formal Complaints

An investigation will begin within seven days of receipt of your written complaint. This will necessitate the involvement of a Director, who will seek to gain detailed information regarding the situation. This will normally involve them speaking to the member of staff concerned, and may mean we need to contact you for further information.

## Replying to Formal Complaints

A reply will be sent within thirty days of receipt of your written complaint outlining either the progress made in the case of complex complaints or the final conclusions of the investigation.



## Reaching a Solution

The findings of the investigation will, where appropriate, lead to the situation being rectified to our mutual satisfaction. This may involve a face to face meeting. If you do not want a meeting, or if it is not possible, we will send you a detailed reply to your complaint. This will include our suggestions for resolving the matter. We will do this within thirty days of completing our investigation.

Where a meeting does take place we will write to you within seven days to confirm what took place and any solutions we have agreed with you.

At this stage, if you are still not satisfied you can contact us again and another Director of the company will review the decision and contact you again within thirty days with a view to reaching a satisfactory conclusion.

If you remain dissatisfied with the outcome, you can contact the REC, our trade association of which we are a member, marking your letter for the attention of the Professional Standards Manager, REC, 36-38 Mortimer Street, London W1W 7RG.

If we have to change any of the time scales above, we will let you know and explain why.

## Requests For Information

### Informal procedure

We would encourage you to talk to us if at any time you believe that you believe that any of your entitlements under the Agency Workers Regulations 2010 ("AWR") have been infringed. We will try to resolve your concerns and, where necessary, we will liaise with the hirer on your behalf.

If your concerns cannot be resolved informally, you are entitled to follow the following formal procedures.

### Formal procedure

If you have completed your qualifying period on a particular assignment (as defined in the attached Terms of Engagement) and you believe that Thorn Baker or the hirer for whom you have been working on that assignment may have infringed your rights to basic working and employment conditions under the AWR, you may make a written request for information.

You should put your request in writing and address it to the Compliance Manager at Thorn Baker.

We will respond to you within 28 days of receiving your request. Our response will be in writing and will set out:

1. relevant details of the basic working and employment conditions of the hirer's workers;
2. the factors that we took into account when deciding what basic working and employment conditions should be applied to you at the time at which you believe that your rights were infringed; and
3. where we believe that you have been treated in the same way as a comparable employee of the hirer, the reasons why we believe that person is a comparable employee, and details of the relevant terms and conditions of that employee.

If you have made a request in accordance with this procedure and we have not provided you with a written response within 28 days, you may make a written request to the hirer for a written statement containing information relating to the relevant basic working and employment conditions of the hirer's workers. The hirer must respond to you within 28 days of receiving your request.

Whether or not you have completed your qualifying period, if you believe that the hirer has failed to provide you with access to collective facilities and amenities, or information about the hirer's relevant vacant posts, in accordance with your entitlement under the AWR, you should raise the matter in writing direct with the hirer.

# Terms of Engagement

## TERMS OF ENGAGEMENT

### CONTRACT FOR SERVICES FOR AGENCY WORKER

#### (TERMS OF ENGAGEMENT)

##### 1 Definitions

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

“Agency Worker”	NAME:
	TYPE OF WORK SOUGHT:
“AWR”	means the Agency Workers Regulations 2010;
“AWR Pay Rate”	means the rate of pay, as confirmed in writing by the Employment Business, that will be paid to the agency worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions which the employment business may be required to make by law in particular in respect of PAYE and class 1 National Insurance contributions and any deductions that the agency worker has agreed may be made to his/her pay;
“Assignment”	means the assignment services to be performed by the agency worker for the hirer for the period during which the agency worker is supplied by the employment business to work temporarily for and under the supervision and direction of the hirer;
“Emoluments”	means any pay in addition to the AWR Pay Rate;
“Employment Business”	means Thorn Baker Limited
“First Assignment”	means the assignment; or if, prior to the assignment the agency worker has worked in any assignment in the same role with the Hirer as the role in which the agency worker works in the assignment, and the relevant qualifying period commenced during such assignment, that assignment;
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body to whom the agency worker is supplied or introduced;
“Pay Rate”	means, unless and until the agency worker has completed the qualifying period, the rate of pay, as confirmed in writing by the employment business, which will be paid for each hour worked during an assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions which the employment business may be required to make by law in particular in respect of PAYE and class 1 National Insurance contributions and any deductions that the agency worker has agreed may be made to his/her pay;
“Qualifying Period”	means 12 continuous weeks during the whole or part of

which the agency worker is supplied by one or more temporary work agencies to the hirer to work temporarily for and under the supervision and direction of the hirer in the same role, and as further defined in the schedule;

“Relevant Period” means the longer period of either 14 weeks from the first day on which the agency worker worked for the hirer, or 8 weeks from the day after the agency worker was last supplied by the employment business to the hirer;

“Temporary Work Agency” has the meaning set out in the schedule;

“Week” means any period of seven days starting with the same day as the first day of the first assignment;

“WTR” means the Working Time Regulations 1998.

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 agency worker and they govern all assignments undertaken by the agency worker. However, no contract shall exist between the employment business and the agency 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 agency worker. The agency worker is engaged as a worker, although the employment business is required to make statutory deductions from the agency worker’s remuneration.

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 agency worker and set out in writing and a copy of the varied terms is given to the agency 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 agency worker relevant to their skills. The agency worker shall not be obliged to accept an assignment offered by the employment business.

3.2 The agency 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 agency worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the agency worker and the employment business during periods when the agency worker is not working on an assignment.

3.3 At the same time as an assignment is offered to the agency worker the employment business shall inform the agency worker of: the identity of the hirer and the nature of its 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 agency worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the agency worker; and any risks to health and safety known to the hirer and the steps the hirer has taken to prevent or control such risks. In addition the employment business shall inform the agency worker what experience, training, qualifications and any authorisation required by law or a professional body that the hirer considers necessary or which are required by law to work in the assignment.

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 the agency worker is being offered an assignment in the same position as one in which the agency worker had previously been supplied within the previous five business days and such information has already been given to the agency worker.

3.5 For the purpose of calculating the average number of weekly hours worked by the agency worker on an assignment, the start date for the relevant averaging period under the Working Time Regulations shall be on the date on which the agency worker commences the first assignment.

3.6 If, before the first assignment, during the course of an assignment or within the relevant period the hirer wishes to employ the agency worker direct or through another employment business, the agency worker acknowledges that the employment business will be entitled either to charge the hirer a fee or to agree an extension of the hiring period with the hirer at the end of which the agency worker may be engaged directly by the hirer or through another employment business without further charge to the hirer. In addition the employment business will be entitled to charge a fee to the hirer if the hirer introduces the agency worker to a third party who subsequently engages the agency worker within the relevant period.

3.7 If the agency worker has completed the qualifying period by the start date of an assignment, or if the agency worker completes the qualifying period during an assignment, and if as a result of the AWR the agency worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks which are different and preferential to rights and entitlements under the WTR, the employment business will inform the agency worker in writing of any such terms and conditions.

3.8 If the agency worker considers that s/he has not or may not have received equal treatment under the AWR, the agency worker must raise this in writing with the employment business in accordance with the Requests for Information procedure contained in the Candidate Registration Document Part 2, setting out as fully as possible the basis of his/her concerns.

#### 4 Remuneration

4.1 The employment business shall pay to the agency worker the pay rate unless and until the agency worker completes the qualifying period. The pay rate will be notified on a per assignment basis in writing by the employment business.

4.2 If the agency worker has completed the qualifying period on the start date of an assignment, or if the agency worker completes the qualifying period during an assignment, the employment business shall pay to the agency worker the AWR pay rate and the emoluments (if any), which will be notified on a per assignment basis in writing by the employment business.

4.3 Subject to any statutory entitlement under the relevant legislation, the agency worker is not entitled to receive payment from the employment business or hirers for time not spent on assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

4.4 If the agency worker has completed the qualifying by the start date of an assignment or if the agency worker completes the qualifying period during an assignment, the agency worker may be entitled to receive a bonus. The agency worker will comply with any requirements of the employment business and/or the hirer relating to the assessment of the agency worker's performance for the purpose of determining whether or not the agency worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the agency worker is entitled to receive a bonus, the employment business will pay the bonus to the agency worker.

## 5 Statutory Leave (Accrued Holiday Pay)

5.1 For the purpose of calculating entitlement to paid annual leave pursuant to the WTR under this clause, the leave year commences on the first day of the first week of engagement.

5.2 The annual leave granted under these terms will always be the statutory minimum. Under the WTR, the agency worker is entitled to 5.6 weeks holiday per year (including all public holidays in England and Wales). If the statutory minimum leave is subsequently decreased or increased then entitlement to leave under this clause will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.

5.3 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.

5.4 Where a agency 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 notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the employment business may give counter-notice to the agency worker to postpone or reduce the amount of leave that the agency worker wishes to take and in such circumstances the employment business will inform the agency worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

5.5 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the agency worker on assignments during the leave year. The amount of payment which the agency 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 agency worker has worked on assignment. Payments for annual leave will be calculated on the basis of rates paid during the hirer's normal working hours i.e. those which do not attract overtime rates of pay.

5.6 In the course of any assignment during the first leave year the agency worker is entitled to request leave at the rate of one-twelfth of the agency worker's total holiday entitlement in each month of the leave year.

5.7 Where this contract is terminated by either party and a P45 is requested, the agency 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 5.5 above. The agency worker must notify the employment business in writing that the contract is terminated and request payment for all untaken leave.

5.8 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the agency worker's status as a worker.

## 6 Sickness Absence

6.1 The agency worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

6.2 The agency 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 seven days of incapacity and then a doctor's certificate or a Statement of Fitness for Work (a "Statement").

## 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 agency 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 hirer.

7.2 Subject to clause 7.3 the employment business shall pay the agency worker for all hours worked regardless of whether the employment business has received payment from the hirer for those hours. The employment business shall issue payment for all hours worked, less any statutory deductions, into the bank account nominated by the worker on the Friday following the working week i.e. one week in arrears. The employment business shall accept no liability for delays or lost payments caused by invalid bank account details being given to the employment business by the worker.

7.3 The employment business shall pay the agency worker for all hours worked regardless of whether the employment business has received payment from the hirer for those hours. The employment business shall issue payment for all hours worked, less any statutory deductions, into the bank account nominated by the agency worker on the Friday following the working week i.e. one week in arrears. The employment business shall accept no liability for delays or lost payments caused by invalid bank account details being given to the employment business by the worker.

7.4 Where the agency 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 agency worker and the reasons that the hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the agency worker. The employment business shall make no payment to the agency worker for hours not worked.

7.5 For the avoidance of doubt and for the purposes of the Working Time Regulations, the agency worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the hirer as part of the assignment. Time spent travelling to the hirer's premises, lunch breaks and other rest breaks shall not count as part of the agency worker's working time for these purposes.

## 8 Conduct of Assignments

8.1 The agency 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:

8.1.1 co-operate with the hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the hirer's organisation;

8.1.2 observe any relevant rules and regulations of the hirer's establishment (including normal hours of work) to which attention has been drawn or which the agency worker might reasonably be expected to ascertain;

8.1.3 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 hirer;

8.1.4 not engage in any conduct detrimental to the interests of the hirer;

8.1.5 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 hirer's or the employment business' employees, business affairs, transactions or finances.

8.2 If the agency 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 agency worker undertakes to:

8.2.1 inform the employment business of any 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 agency worker has worked in the same or a similar role with the relevant hirer via any third party and which the agency worker believes count or may count toward the qualifying period;

8.2.2 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

8.2.3 inform the employment business if, since 1 October 2011, s/he has prior to the date of commencement of the relevant assignment and/or during the relevant assignment:

8.2.3.1 completed two or more assignments with the hirer;

8.2.3.2 completed at least one assignment with the hirer and one or more earlier assignments with any member of the hirer's group; and/or



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

8.3 If the agency worker is unable for any reason to attend work during the course of an assignment s/he should inform the hirer and the employment business within one hour of the commencement of the assignment or shift.

8.4 If either before or during the course of an assignment, the agency worker becomes aware of any reason why he may not be suitable for an assignment, he shall notify the employment business without delay.

## 9 Termination

9.1 The employment business or the hirer may terminate an assignment at any time without prior notice or liability.

9.2 The agency worker may terminate an assignment at any time without prior notice or liability.

9.3 If the agency worker does not inform the hirer or the employment business in accordance with clause 8.3 should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the agency worker in accordance with clause 9.2 unless the agency worker can show that exceptional circumstances prevented him or her from complying with clause 8.3.

9.4 If the agency worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 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 agency worker.

9.5 If the agency worker does not report to the employment business to 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.

## 10 Law

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

## SCHEDULE

### QUALIFYING PERIOD

For the purpose of the definition of “Qualifying Period” in clause 1.1 of these terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- (b) the break is:

- (i) for any reason and not more than six Weeks;
  - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
  - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
    - i. ordinary, compulsory or additional maternity leave;
    - ii. ordinary or additional adoption leave;
    - iii. ordinary or additional paternity leave;
    - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
    - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
  - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Weeks or less;
  - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
  - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
  - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Agency Worker returns to work in the same role with the Hirer,
- any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

## TEMPORARY WORK AGENCY

“Temporary Work Agency” is defined in Regulation 4 of the AWR and means 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.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a “hirer” means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.



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