

# CONTRACT FOR SERVICES FOR TEMPORARY WORKERS (PAYE)

## 1. DEFINITIONS

1.1 In these Terms of Engagement ("Terms") the following definitions apply:

"the EB"	means NN1 Personnel Ltd of Suite 58, Burlington House East Wing, 369 Wellingborough Road, Northampton, NN1 4EU
"the TW"	means
"Assignment"	means the period during which the TW is engaged by the EB to render services to the Client;
"Client"	means the person, firm or corporate body requiring the services of the TW together with any subsidiary or associated company as defined by the Companies Act 2006;
"Relevant Period"	means the longer period of either 14 weeks from the first day* on which the TW worked for the Client, or 8 weeks from the date the TW last worked for the Client (* the first day is the first day of the first occasion of supply or the first day of any subsequent Assignment if more than 42 days since the end of the previous Assignment); and
"the AWR"	means the Agency Workers' Regulations 2010.

1.2 Unless the context otherwise requires, references to the singular include the plural and vice versa.

1.3 The headings 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 EB and the TW and govern all the TW's Assignments. No contract shall exist between the EB and the TW either between Assignments, or if the TW is absent from an Assignment for any reason except authorised absence.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the EB and the TW. The EB is required to make statutory deductions from the TW's remuneration in accordance with Clause 7.

2.3 No variation or alteration of these Terms shall be valid unless details of such variation are agreed between the EB and the TW and set out in writing and a copy of the varied terms are given to the TW stating the date on or after which such varied terms shall apply.

2.4 The TW agrees to notify the EB in writing of his work history for the 2 years period prior to the commencement of any Assignment for services and hereby warrants the accuracy of any such information provided.

## 3. ASSIGNMENTS

3.1 The EB will endeavour to obtain suitable Assignments for the TW to work in **HGV Driver**. The TW is not obliged to accept any Assignment the EB offers.

3.2 The TW acknowledges the nature of temporary EB work means there may be periods when no suitable work is available and agrees that:

3.2.1 suitability shall be determined solely by the EB; and

3.2.2 the EB shall incur no liability should it fail to offer the TW opportunities to work in the category applied for or in any other category.

- 3.3 For the purpose of calculating the average number of weekly hours worked by the TW on an Assignment, the start date for the relevant averaging period under the Working Time Regulations 1998 is Monday of the week in which the TW commences their first Assignment.
- 3.4 If, either before or during an Assignment, the TW becomes aware of any reason why he may not be suitable for the Assignment the TW shall notify the EB without delay.
- 3.5 When an Assignment is offered to the TW and subject to the TW's acceptance, the EB shall inform the TW of the identity of the Client and, if applicable, the nature of their business; the date work is to commence and duration or likely duration of the work; the type of work, the location and hours during which the TW would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the TW; any risks to health and safety known to the Client and steps that the Client has taken to prevent or control such risks; and any and all entitlements which the TW has or may have pursuant to Regulations 5, 6, 12 and 13 of the AWR. In addition, the EB shall inform the TW 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.
- 3.6 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 Public or Bank Holidays) following, save where the TW is being offered an Assignment in the same position as one in which the TW has been supplied in the previous 5 business days and such information has already been given to the TW. Any variation of the Assignment terms shall be agreed in advance with the TW and similarly confirmed.
- 3.7 If, before the first Assignment, during the course of an Assignment or within the Relevant Period, the Client wishes to employ or engage the TW directly or through another employment business, the TW acknowledges that the EB 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 TW may be employed or engaged directly by the Client or through another employment business without further charge to the Client. In addition the EB will be entitled to charge a fee to the Client if they introduce the TW to a third party who subsequently engages the TW within the Relevant Period.

#### **4. ABSENCE FROM ASSIGNMENT**

If the TW is unable for any reason to attend work during an Assignment, the TW should inform the EB as soon as possible to enable alternative arrangements to be made.

#### **5. TERMINATION**

- 5.1 The EB or the Client may terminate the TW's Assignment at any time without prior notice or liability.
- 5.2 The TW may terminate an Assignment at any time without prior notice or liability.
- 5.3 If the TW does not inform the Client or the EB in accordance with clause 6.2 should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the TW in accordance with clause 5.2 unless the TW can show that exceptional circumstances prevented the TW from complying with clause 6.2.
- 5.4 If the TW is absent during the course of an Assignment and the contract has not been otherwise terminated under clauses 5.1, 5.2 or 5.3 above, the EB will be entitled to terminate the contract in accordance with clause 5.1 if the work to which the absent TW was assigned is no longer available for the TW.
- 5.5 If the TW does not report to the EB to notify the TW's availability for work for a period of 2 weeks, the EB will forward the TW's P45 to the TW's last known address.

#### **6. CONDUCT**

- 6.1 The TW is not obliged to accept any Assignment offered by the EB but if the TW does so, during every Assignment and afterwards, as appropriate, the TW will:
  - 6.1.1 co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;

- 6.1.2 be present during the times or total number of hours during each day and/or week of an Assignment as may be agreed with the EB or the Client;
  - 6.1.3 observe any relevant rules and regulations of the Client's establishment (including hours of work as notified) to which the TW's attention has been drawn or which the TW might reasonably be expected to ascertain;
  - 6.1.4 take all reasonable steps to safeguard the TW's own safety and the safety of any other person who may be present or affected by the TW's actions on the Assignment and comply with the health and safety policies and procedures of the Client;
  - 6.1.5 not engage in any conduct detrimental to the interests of the Client or the EB which includes any conduct tending to bring the Client or EB into disrepute or which results in loss of custom or business;
  - 6.1.6 not at any time divulge to any person, nor use for the TW's own or any other person's benefit, any confidential information relating to employees, business affairs, transactions or finances of Clients or the EB; and
  - 6.1.7 use the telephone, fax or computer systems belonging to the Client in a reasonable manner and not for personal gain or benefit.
- 6.2 If the TW is unable for any reason to attend work during the course of an Assignment they should inform the Client and the EB within **8** hours of the commencement of the Assignment or shift.

## **7. REMUNERATION**

Subject to any rights or entitlements pursuant to the AWR, the EB shall pay the TW remuneration calculated at the National Minimum Wage hourly rate or at any higher rate the EB reasonably expects to achieve for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter of an hour) to be paid weekly, one week in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class I National Insurance Contributions and any other deductions which the EB may be required by law to make. Subject to any statutory entitlement under the relevant legislation, the TW is not entitled to receive payment from the EB or its Clients for time not spent on an Assignment, whether in respect of holidays (except see clause 9), illness or absence or any other reason unless otherwise agreed in writing between the EB and the TW. If for any reason the TW is paid in advance for an Assignment but the TW does not undertake or complete the hours for which the TW has been paid in advance, the EB reserves the right to deduct any over-payment from future remuneration (including, for the avoidance of doubt, any payment due in lieu of untaken accrued paid leave) and the TW agrees that the TW will be personally liable to repay any balance due to the EB immediately upon demand.

## **8. TIME SHEETS**

At the end of each week of an Assignment (or at the end of an Assignment where it is for a period of one week or less or is completed before the end of a week) the TW shall deliver to the EB the TW's completed time sheet to indicate the number of hours the TW has worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client. The EB shall pay the TW for all hours worked regardless of whether the EB has received payment from the Client for those hours. Where the TW fails to submit a properly authenticated time sheet the EB shall, in a timely fashion, conduct further investigations into the hours claimed by the TW and reasons the Client has refused to sign a time sheet for those hours. This may delay any payment due to the TW. The EB shall not make any payment to the TW for hours not worked. For the avoidance of doubt and the purposes of the Working Time Regulations 1998, the TW's working time (which will normally also be hours worked for which the TW will be paid) shall only consist of those periods during which the TW is carrying out activities or duties for the Client as part of the Assignment. Subject to the AWR time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as working time.

## **9. HOLIDAY ENTITLEMENT**

- 9.1 Under the Working Time Regulations the TW is entitled to a statutory period of paid leave of 5.6 weeks per year. For calculating the entitlement to leave under this clause, the leave year commences on the date the TW starts an Assignment or a series of Assignments. All of the entitlement to leave must be taken during the course of the leave year in which it accrues unless prevented by a period of other leave, eg: Sickness, Maternity, Paternity or Adoption.

The entitlement accrues pro rata to the amount of time the TW is engaged during the leave year. For the purposes of taking leave fractions of days may be rounded up in half days but payment will be based on the fraction due.

- 9.2 The amount of payment to which the TW is entitled in respect of paid leave is calculated in accordance with statutory provisions and recent relevant case law.
- 9.3 At the end of each month or when the TW wishes to take some or all of the paid leave to which the TW is entitled, the TW should notify the EB in writing in advance of the dates of the TW's intended absence. The amount of notice should be at least twice the length of the period of leave that the TW wishes to take. In certain circumstances the EB may give counter-notice to the TW to postpone or reduce the amount of leave that the TW wishes to take and in such circumstances the EB will inform the TW in writing giving at least the same length of notice as the period of leave that has been requested. Public or Bank Holidays not worked will not be paid unless the TW notifies the EB that he wishes to take them as part of the TW's statutory annual entitlement.
- 9.4 Where this contract is terminated by either party and a P45 issued, the TW is entitled to a payment in lieu of any untaken accrued paid leave.
- 9.5 For the avoidance of doubt, none of the provisions of this clause shall affect the TW's status as a self-employed worker engaged on a contract for services.

## **10. DATA PROTECTION AND DISCLOSURE OF INFORMATION**

- 10.1 The EB will collect and process information relating to the TW in accordance with the privacy notice which is annexed to these Terms.
- 10.2 EB will only process the TW's personal data lawfully and in accordance with EB's data protection policy
- 10.3 The EB agrees that it will not disclose any confidential information about the TW without his/her prior consent unless it is:
  - 10.3.1 to provide work finding services for the TW in accordance with the terms of this agreement;
  - 10.3.2 for the purposes of any legal proceedings (including arbitration);
- 10.4 Nothing in clause 10.3 shall preclude the EB from disclosing information about the TW where it is entitled to do so by law.

## **11. PENSION**

The EB will comply with any employer pension duties that apply to it in respect of the TW in accordance with Part 1 of the Pensions Act 2008.

## **12. LAW**

These Terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed by the Temporary Worker..... Date.....