

# Terms of Engagement of Workers between Solutions Recruitment Limited (the Company) and

Applicant Name: .....

N I Number: .....

Work category: .....

Minimum pay rate: £ NMW per hour

- 1 These Terms of Engagement ('the terms') form a contract *for services* and set out the entire agreement between you and the Company (except the rate of pay for any assignment), and the following definitions apply:
  - 1.1 'Client' means any person, firm, company or organisation requiring the services of a worker from the Company.
  - 1.2 'Company' means Solutions Recruitment Limited.
  - 1.3 'Assignment' means any activity in the UK for which a client seeks the services of a worker from the Company.
  - 1.4 'Rate' means the hourly rate of pay by the Company in respect of an assignment.
- 2 The Company is an employment business which supplies workers to its clients. You wish to be provided with paid assignments including work which falls within the categories specified above. The Company will endeavour to find suitable assignments for you in accordance with and subject to these Terms. You are not obliged to accept any assignment offered to you by the Company.
- 3 The relationship between the Company and you shall **not be one of employment**. The Company shall have no obligation to provide any minimum period of assignment or any minimum number of assignments to you. It shall be entirely within the discretion of the Company to determine whether you are suitable for any given assignment and whether you are more suitable than any other worker with whom the Company has an agreement. The Company shall also be entitled to review your suitability (as against the requirements of any assignment and as against other workers) from time to time including during an assignment.
- 4 The Company shall explain the rate of pay to you at the start of any given assignment. You shall be paid at the agreed rate for hours worked during an assignment in respect of which a timesheet is received from the client that is duly signed by an authorised representative of the client.
- 5 It shall be **your responsibility** to deliver to the Company a duly signed timesheet for any hours worked. Delivery of a weekly timesheet must occur, at the latest, by the Monday of the week immediately following the week when the time is worked. If you do not produce a duly signed timesheet then there may be a delay in making payment to you while the Company verifies whether you carried out the work.
- 6 The Company will deduct income tax at the appropriate rate under Schedule E together with the prescribed contributions to national insurance and pension from payments due to you if you have not produced evidence of being a corporate body as prescribed in the relevant legislation (or a tax exemption certificate where appropriate). In the event that you claim emoluments from the Company without any or all such deductions in accordance with the relevant legislation, you will indemnify both the Company and the Client against all and any costs to, or any claims, assessments, demands etc., which may be made on or against any or all of them in respect of income tax, corporation tax, advance corporation tax, value added tax, national insurance contributions, pensions and all and any other taxes and revenues which may be payable by you as a result of an assignment.
- 7 Other than in accordance with applicable legislation you are not entitled to payment: (a) in respect of pension; or (b) for time **not** spent on an assignment whether as a result of illness, holidays (including public holidays) or any other reason.
- 8 Under the Working Time Directive you may qualify for paid holiday and accrue holiday pay at the equivalent rate of 2.33 days per full calendar month and is **inclusive** of Bank Holidays, this is paid as a sum of money equivalent to your holiday entitlement. Your holiday year shall be the same as the tax year (i.e. starting on 6 April). Holiday entitlement accrues at an even rate throughout the holiday year. Holiday not taken in the holiday year will be lost. No pay or compensation will be provided for lost holiday. At the sole discretion of the Directors of the Company, and only in extenuating circumstances, you may carry a maximum of 5 days holiday in to a new holiday year. This must be requested in writing and accompany your duly completed holiday request form at the time of your holiday request, and permission received in writing from a Director of the Company.
- 9 Your holiday pay will be worked out based on the average basic pay earned over the previous 12 weeks (less if applicable) divided by 12 weeks (your weekly rate) then divided by 5 days (your daily rate) this figure is then multiplied by the amount of days you require and paid to you as a sum of money.
- 10 You may only take paid holiday to the extent that you have accrued it by your period of continuous work. If you wish to take paid holiday, then for operational purposes, you must give **four weeks written notice** of the proposed holiday dates to the Company at its branch at which you are registered. The Company may refuse a request for specific holiday dates at any time up to two weeks before the first date to which the request relates. The company may require you to take part or all of any paid holiday entitlement by giving you not less than two weeks notice. Holiday pay requested **after** any holiday has taken place will **not** automatically be approved.
- 11 Unless specifically agreed in writing with the Company in advance of an assignment, neither the Company nor the client shall be responsible for: (a) any arrangements for or costs of travel or accommodation for you in connection with an assignment; or (b) the reimbursement of expenses incurred by you in connection with an assignment.
- 12 While engaged on any assignment you must:
  - 12.1 Co-operate with the client and its employees and other workers and accept the direction, supervision and instruction of any responsible person in the client's organization.
  - 12.2 Observe any rules and regulations of the client's workplace to which your attention has been drawn or which you might reasonably be expected to anticipate or find out.

- 12.3 Conform to the normal hours of work for the client’s workplace (unless arrangements have been made in advance to the contrary with both the company and the client).
- 12.4 Take all reasonable steps while working for the client to safeguard your own safety and the safety of any others who may be present or affected by your actions during the assignment and comply with the Health and Safety policy of the Client.
- 12.5 Not engage in any conduct detrimental to the interests of the Company or the Client.
- 12.6 Inform the Company if you have a grievance whilst working for any client the Company has assigned you to for work purposes. ***This must be submitted in writing to the Company within 72 hours of any given incident taking place.***
- 13 You must give the Company ***one weeks written notice*** of leaving any individual assignment with a client. If you do not give one weeks’ notice, then you will be liable to reimburse the Company for any loss of profit to the Company arising during the one week notice period. You hereby authorize the Company to deduct a sum equivalent to this loss from any payment of wages or holiday pay that may be owing to you by the Company.
- 14 During an assignment, you shall be under the direction and control of the client from the time you report at the start of any assignment until its conclusion. You understand in accepting an assignment under these Terms, that the Company will provide pay in accordance with the Terms but that the Company has no obligation to provide any other benefit nor does it have any obligation to provide insurance in respect of the assignment nor any workplace supervision in connection with it. You will indemnify the Company and keep it indemnified against the costs and financial consequences of and occasioned by any and all claims against the Company arising out of any act or omission by you in connection with an assignment.
- 15 The client shall be responsible for all acts, errors and omissions on your part, whether willful, negligent or otherwise, as though you were an employee of the client, and the client will in relation to you in all aspects comply with the statutes, byelaws, codes of practice and legal requirements to which the client is ordinarily subject in respect of the client’s own employees including in particular the provision of adequate Employers and Public Liability insurance cover.
- 16 You shall not use any motor vehicle or mechanized equipment in connection with any assignment unless proper insurance cover is in force for such use. You shall indemnify and keep indemnified the Company against loss of liability incurred directly or indirectly by the Company arising out of any such use.
- 17 You shall provide all tools and equipment necessary for the assignment. If, as a matter of convenience, the Company or a client provides you with any tools or equipment for the purposes of an assignment, you shall be responsible for the condition and security of such tools or equipment. If and to the extent that any tools or equipment are damaged or lost while in your care, you will be responsible for the cost of any necessary repairs or replacement. You will pay to the Company the cost of repair or replacement where the tools and/or equipment belong to the Company and you will pay to the Company an amount equivalent to any charge made to the Company by the client on account of such loss or damage where the tools and/or equipment belonged to the client. The Company may, if it wishes, obtain part or all of such payment by making deductions from pay due to you under the terms.
- 18 Depending on the amount of time worked on an assignment on any day, you may be entitled to a rest break from work. ***The client and not the Company*** will be in control of working arrangements for an assignment. The Company therefore expects the client to provide appropriate rest breaks. If you consider that proper rest breaks are not being provided, you should raise the matter with the Company promptly.
- 19 Sometimes you may be classed as a night worker. If you are in doubt as to your status, you should ask your contact at the Company. If you are a night worker, you should fill out a night workers health-screening questionnaire; you can get a copy of it from the Company. In any event, ***if your health changes*** after you have filled out a health questionnaire you must inform the Company in writing within 72 hours of the change in your health. At your earliest convenience you must request and complete a new health questionnaire. You understand that your assignment may be terminated in the event of any error or omission on your part relating to your health and ability to perform work safely.
- 20 If for any reason the client changes your working hours (whether by duration or timing) or the nature of your duties, ***you must inform the Company immediately in writing.***
- 21 If during any week of an assignment, you are doing work (or receiving work related training) for any person, firm, company or organization other than the Company, you must inform the Company of the nature of the work and its duration in the relevant week.
- 22 You will not at any time divulge to any person, nor use for your own or any other person’s benefit, any confidential information in relation to the client or the Company or in relation to any of their employees, business affairs, transactions or finances which you may acquire during the currency of your agreement with the Company under the terms.
- 23 No variation to the terms shall be binding upon the Company unless the variation is in writing and signed by a Director of the Company.
- 24 The Company operates an equal opportunities policy governing its dealings with workers.
- 25 The agreement between the Company and you shall be subject to and interpreted in accordance with English Law and the Company and you submit to the non-exclusive jurisdiction of the Courts of England.

I ..... hereby understand and agree to the above terms.

Signed: .....

Date: .....